

SOUTH FLORIDA
REGIONAL TRANSPORTATION
AUTHORITY

BOARD OF DIRECTORS

REGULAR MEETING AGENDA

MAY 26, 2006

9:30 a.m.

South Florida Regional Transportation Authority
Board Room
800 NW 33rd Street
Suite 100
Pompano Beach, FL 33064

BOARD OF DIRECTORS MEETINGS ARE SCHEDULED ON THE FOURTH FRIDAY OF EACH MONTH AT 9:30 A.M. FOR FURTHER INFORMATION CALL (954)942-RAIL (7245). TIME OF MEETINGS SUBJECT TO CHANGE.

Board of Directors

Commissioner Bruno Barreiro
James A. Cummings
Marie Horenburger

Neisen Kasdin
Jeff Koons, Chair
John Martinez

George Morgan, Jr.
Commissioner James Scott
Bill T. Smith

Executive Director

Joseph Giulietti

BOARD OF DIRECTORS REGULAR MEETING
OF MAY 26, 2006

The meeting will convene at 9:30 a.m., and will be held in the Board Room of the South Florida Regional Transportation Authority, Administrative Offices, 800 NW 33rd Street, Suite 100, Pompano Beach, Florida 33064.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL - Additions, Deletions, Revisions

DISCUSSION ITEMS

MATTERS BY THE PUBLIC - Persons wishing to address the Board are requested to complete an "Appearance Card" and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately.

C1. MOTION TO APPROVE: Minutes of Board of Directors' Regular Meeting of April 28, 2006.

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.
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R1. MOTION TO APPROVE: The South Florida Regional Transportation Authority's (SFRTA) FY 2006-2007 Operating Budget in the amount of \$48,399,460.

Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward T. Woods
Procurement Director: Christopher Bross

R2. MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and Broward County in the amount of \$4,159,000 for Operating Funds, \$2,670,000 for Capital Contribution and \$606,294 for reimbursement for feeder service expense. This Agreement commences July 1, 2006, and ends June 30, 2007 (Exhibit 1).

Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward Woods
Procurement Director: Christopher Bross

R3. MOTION TO APPROVE: Supplemental Joint Participation Agreement (JPA) No. 3 between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for feeder service funding, in the amount of \$2,250,000 bringing the total agreement to \$9,032,000.

Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward T. Woods
Procurement Director: Christopher Bross

R4. MOTION TO APPROVE: Agreement No. 06-111, between the South Florida Regional Transportation Authority and the School Board of Palm Beach County, for the transportation of students on the Tri-Rail system for the 2006-2007 through the 2008-2009 school calendar years.

Department: Operations
Project Manager: Allen Yoder

Department Director: Brad Barkman
Procurement Director: Christopher Bross

R5. MOTION TO APPROVE: Funding Agreement between the South Florida Regional Transportation Authority and the Palm Beach Metropolitan Planning Organization for the Transit Service Implementation Plan for the Central Palm Beach County Transportation Corridor for the maximum not-to-exceed amount of \$125,108.

Department: Planning & Capital Development
Project Manager: William Cross

Department Director: Jack Stephens
Procurement Director: Christopher Bross

R6. MOTION TO APPROVE: Joint Participation Agreements (JPA) between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for state funds to assist with the financing of various station improvements, in the amount of \$300,000.

Department: Planning & Capital Development
Project Manager: Edward Byers

Department Director: Jack Stephens
Procurement Director: Christopher Bross

R7. MOTION TO APPROVE: Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for state funds to assist with the financing of intermodal facility improvements, in the amount of \$28,000.

Department: Planning & Capital Development
Project Manager: Edward Byers

Department Director: Jack Stephens
Procurement Director: Christopher Bross

R8. MOTION TO APPROVE: Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for state funds to assist with the financing of new weekend service between SFRTA's Ft. Lauderdale Airport Station and Port Everglades in Ft. Lauderdale, in the amount of \$359,520.

Department: Planning & Capital Development
Project Manager: Edward Byers

Department Director: Jack Stephens
Procurement Director: Christopher Bross

R9. MOTION TO APPROVE: Development & Lease Agreement between the South Florida Regional Transportation Authority and Boca Tri-Rail Center, LLC for joint use and development of the Phase II site (approximately 2.5 acres) adjacent to the Boca Raton Tri-Rail Station.

Department: Planning and Capital Development
Project Manager: Loraine Kelly-Cargill

Department Director: Jack Stephens
Procurement Director: Christopher Bross

R10. MOTION TO APPROVE: (1) 5% Salary increase for Executive Director, effective September 8, 2005 through the end of the current contract (September 7, 2006); and (2) Second Amendment to the Executive Director's Employment Agreement (Exhibit 1).

Department: Legal
Project Manager:

Department Director:
Procurement Director:

R11. MOTION TO APPROVE: Modification of Purchase Order No. 18775-1 ("PO") between South Florida Regional Transportation Authority ("SFRTA") and Greenberg Traurig, P.A. ("GT") for additional services under Agreement No. 02-710, to increase the PO amount by \$52,000.

Department: Legal
Project Manager:

Department Director:
Procurement Director:

COMMITTEE REPORTS / MINUTES

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. [PROPERTY COMMITTEE](#)
- B. CONSTRUCTION OVERSIGHT COMMITTEE
- C. PLANNING TECHNICAL ADVISORY COMMITTEE
- D. MARKETING COMMITTEE
- E. OPERATIONS TECHNICAL COMMITTEE
- F. [CITIZENS ADVISORY COMMITTEE](#)
- G. AUDIT COMMITTEE
- H. LEGISLATIVE COMMITTEE
- I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES

MONTHLY REPORTS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. [ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS](#) – April
- B. [RIDERSHIP GRAPHS](#) – April
- C. [ON-TIME PERFORMANCE GRAPHS](#) – April
- D. [MARKETING MONTHLY SUMMARY](#) – April
- E. [BUDGETED INCOME STATEMENT](#) – April
- F. [PAYMENTS OVER \\$2,500.00](#) – April
- G. [REVENUE AND FARE EVASION REPORTS](#) – April
- H. [SOLICITATION SCHEDULE](#) – April
- I. [CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY](#) - April
- J. [CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE](#) – April
- K. [OTHER BUSINESS](#)

EXECUTIVE DIRECTOR REPORTS/COMMENTS

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

BOARD MEMBER COMMENTS

ADJOURNMENT

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this proceeding, must at least 48 hours prior to the meeting, provide a written request directed to the Executive Office at 800 NW 33rd Street, Suite 100, Pompano Beach, Florida, or telephone (954) 942-RAIL (7245) for assistance; if hearing impaired, telephone (800) 273-7545 (TTY) for assistance.

Any person who decides to appeal any decision made by the Board of Directors for the South Florida Regional Transportation Authority with respect to any matter considered at this meeting or hearing, will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons wishing to address the Board are requested to complete an "Appearance Card" and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS REGULAR MEETING
OF APRIL 28, 2006

The regular Meeting of the South Florida Regional Transportation Authority Board of Directors was held at 10:00 a.m. on Friday, April 28, 2006 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33rd Street, Suite 100 Pompano Beach, Florida 33064.

BOARD MEMBERS PRESENT:

Bruno Barreiro, Miami-Dade County Commissioner
 James A. Cummings, Citizen Representative, Broward County
 Marie Horenburger, Citizen Representative, Palm Beach County – *Via Teleconference*
 Jeff Koons, Chair – Palm Beach County Commissioner
 John Martinez, District Secretary, Florida Department of Transportation
 George Morgan, Governor's Appointee
 James A. Scott, Broward County Commissioner - *Via Teleconference*
 Bill T. Smith, Governor's Appointee

BOARD MEMBERS ABSENT:

Neisen Kasdin, Citizens Representative, Miami-Dade County

ALSO PRESENT:

Joseph Giulietti, Executive Director, SFRTA
 Jack Stephens, Deputy Executive Director, SFRTA
 Bonnie Arnold, Director of Marketing, SFRTA
 Brad Barkman, Director of Operations, SFRTA
 Chris Bross, Director of Procurement, SFRTA
 Mary Jane Lear, Director of Human Resources, SFRTA
 Renee Matthews, Director of Revenue & Fare Collection, SFRTA
 Dan Mazza, Director of Engineering and Construction, SFRTA
 Edward Woods, Director of Finance & IT, SFRTA
 Mr. Jeffrey Olson, Staff Counsel, SFRTA
 Teresa Moore, General Counsel, SFRTA
 Diane Hernandez Del Calvo, Director of Administration/EEO, SFRTA
 Linda Miles-Lewis, Executive Assistant, SFRTA
 Sandra Thompson, Executive Assistant, SFRTA

CALL TO ORDER

The Chair called the meeting to order at 10:15 a.m.

PLEDGE OF ALLEGIANCE

MATTERS BY THE PUBLIC –

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Giulietti requested the following deletions and revisions to the Agenda:

Deletion: Agenda Item R8: Development & Lease Agreement between the South Florida Regional Transportation Authority and Boca Raton Tri-Rail Center, LLC for joint use and development of the Phase II site (approximately 2.5 acres) adjacent to the Boca Raton Tri-Rail Station.

Revision: Agenda Item R9: Approval of the Policy for Unsolicited Proposals, which incorporates the Florida Department of Transportation's (FDOT) Rule 14-107, Florida Administrative Code, on unsolicited proposals.

Board Member Marie Horenburger moved for approval of the Agenda.

The motion was seconded by Board Member Jim Cummings.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

CONSENT AGENDA
Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately.

C1. MOTION TO APPROVE: Minutes of Board of Directors' Regular Meeting of March 24, 2006.

Board Member Marie Horenburger moved for approval of the Consent Agenda.

The motion was seconded by Board Member Jim Cummings.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

R1. MOTION TO APPROVE: The amendments to the SFRTA Bylaws shown in Exhibit 1.

Ms. Teresa Moore, SFRTA General Counsel, stated that the SFRTA Bylaws require staff to advertise the SFRTA Board and Committee meetings in the Florida Administrative Weekly and newspapers of general circulation. She stated that it is being proposed to amend the Bylaws to remove the newspaper advertisement requirement for Committee meetings, and that a statement be added under "SFRTA Board Meetings" to consult the website for additional meetings.

Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R2. MOTION TO APPROVE: First Amendment to the South Florida Regional Transportation Authority's (SFRTA) FY 2005-06 Operating Budget, decreasing the Operating Budget by \$566,000. The total Operating Budget for FY 2005-06 is \$38,015,997 (see Exhibit 1).

Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R3. MOTION TO APPROVE: First Amendment to the South Florida Regional Transportation Authority (SFRTA) FY 2005-06 Capital Budget. This Amendment increases the Capital Budget by \$8,761,606 bringing the total FY 2005-06 Capital Budget to \$164,215,721.

Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

- R4. MOTION TO APPROVE: First Amendment to Agreement No. 04-100, between the South Florida Regional Transportation Authority (SFRTA) and Meridian Management Corporation, to increase the compensation amount by \$100,000 to the new maximum not-to-exceed amount of \$3,788,215 for the initial three year term.

Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

- R5. MOTION TO APPROVE: Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for state funds to assist with the financing of the Marketing Campaign program for the new increase in train and shuttle service headways, in the amount of \$100,000.

Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

- R6. MOTION TO ADOPT: Endorsement of York Residential's mixed use development at Tri-Rail's Deerfield Beach Station.

Board Member Horenburger inquired if this has local government approval.

Mr. Jack Stephens, SFRTA Deputy Executive Director stated that this request is being made on behalf of York Residential. Mr. Stephens stated that the City of Deerfield Beach is aware of the project and is waiting for endorsement by the SFRTA Board.

Board Member Morgan stated that the Property Committee had met with York Residential and had approved the project.

Dr. Kim Delaney, Growth Management Coordinator of the Treasure Coast Regional Planning Council (TCRPC) addressed the Board. Dr. Delaney stated that the TCRPC has worked with the SFRTA and the City of Deerfield Beach, and that local governments are waiting for the SFRTA to take the lead before they move forward with this type of development.

Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R7. MOTION TO APPROVE: Second Amendment to Agreement No. 03-284 between the South Florida Regional Transportation Authority (SFRTA) and Bitner Goodman, Inc., increasing the annual not-to-exceed amount of the Agreement by \$100,000.00 for FY 05/06 to fund a regional marketing campaign to promote the increased train service.

Board Member Jim Cummings moved for approval. The motion was seconded by Board Member George Morgan.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R8. DELETED

R9. MOTION TO ENDORSE: Approval of the Policy for Unsolicited Proposals, which incorporates the Florida Department of Transportation's (FDOT) Rule 14-107, Florida Administrative Code, on unsolicited proposals.

Ms. Moore stated that FDOT has encouraged SFRTA to adopt an unsolicited proposal policy, which would incorporate language similar to the current FDOT policy. She stated that the FDOT policy requires anyone submitting an unsolicited proposal provide an initial fee of fifty thousand dollars (\$50,000) to accommodate and pay for staff time to review the proposal. Should staff require review beyond the fifty thousand dollars, the applicant will be obligated to provide additional funds within thirty (30) days.

Ms. Moore informed the Board that the SFRTA Property Committee discussed this issue and endorsed the following amendments: Exemption for governmental entities from initial or subsequent fees; Initial fee be set at twenty five thousand dollars (\$25,000); and, The fee requirement can be waived or reduced by the SFRTA Property Committee or SFRTA Board.

Ms. Moore stated that there was additional discussion with FDOT regarding the unsolicited proposals that come from former Board Members. She stated that the issue was with

the JPA language regarding the conflict of interest, prohibiting former Board Members from doing business for a two year period. She stated that FDOT would accept SFRTA examining proposals with the fee policy attached.

Board Member Cummings stated that staff should utilize the resources of the South Florida Regional Planning Council and the Treasure Coast Regional Planning Council for the review of unsolicited proposals.

Board Member Jim Cummings moved for approval of the item as amended by the Property Committee. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

COMMITTEE REPORTS / MINUTES

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

A. PROPERTY COMMITTEE

Board Member Smith informed the Board that the Property Committee voted to remove the Boca Raton Station item from the agenda due to new appraisal information. He stated that the initial appraisal for this property was \$3,150,000. However, a recent verbal appraisal of \$5,300,000 had been received. He stated that as a result of the new information, the Property Committee would re-evaluate the proposal.

Board Member Cummings requested information on the impact and costs of adding a station to the system.

Mr. Giulietti responded that station costs estimates are between \$12,000,000 to \$15,000,000.

- B. CONSTRUCTION OVERSIGHT COMMITTEE**
- C. PLANNING TECHNICAL ADVISORY COMMITTEE**
- D. MARKETING COMMITTEE**
- E. OPERATIONS TECHNICAL COMMITTEE**
- F. CITIZENS ADVISORY COMMITTEE**
- G. AUDIT COMMITTEE**
- H. LEGISLATIVE COMMITTEE**
- I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES**

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

I-1. INFORMATION – South Florida East Coast Corridor Regional Transit Analysis Study Update

Mr. Scott Seeburger, FDOT Special Projects Manager provided the Board with an Update on the South Florida East Coast Corridor Regional Transit Analysis Study.

Board Member Horenburger disconnected from the meeting at 11:11 am.
Board Member Martinez left the meeting at 11:15 am.

LEGISLATIVE REPORT

Mr. Dave Ericks of Ericks Consulting, provided a Legislative update. He stated that Bills 1115 and 1117 were passed. He informed the Board that additional Bills are being presented in the Senate, and the two transportation Bills, 7077 and 1315 are in Committee. He stated that the Orlando Bill, the \$2.00 car rental referendum, continues to get support.

Commissioner Scott disconnected from the meeting at 11:23 am.

The Chair stated that Board Member Marie Horenburger will be in Tallahassee the Week of May 1 through 5, 2006, on behalf of the SFRTA and has requested that SFRTA cover some of her expenses.

Board Member Bill Smith moved to approve authorization of expenses, not to exceed \$500 (Five hundred dollars). The motion was seconded by Board Member Jim Cummings.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

I-2. INFORMATION – Rail~Volution 2007 Conference

Mr. Stephens informed the Board, that South Florida will be hosting the Rail~Volution Conference in 2007. He stated that the event will run from October 31 through November 4, 2007 and Miami-Dade Transit has agreed to partner with the SFRTA to host it. He stated that the 2006 Rail~Volution Conference will be in Chicago, November 4-8, 2006.

MONTHLY REPORTS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

A. ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS – March

B. RIDERSHIP GRAPHS – March

Mr. Giulietti stated that ridership increased in the month of April by 3%.

C. ON-TIME PERFORMANCE GRAPHS – March

Mr. Giulietti commented that the On-time performance has improved.

D. MARKETING MONTHLY SUMMARY – March

E. BUDGETED INCOME STATEMENT – March

F. PAYMENTS OVER \$2,500.00 – March

G. REVENUE AND FARE EVASION REPORTS – March

H. SOLICITATION SCHEDULE – March

I. CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY - March

J. CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE – March

OTHER BUSINESS

EXECUTIVE DIRECTOR REPORTS/COMMENTS

Mr. Giulietti stated that he has signed a Statement of Confidentiality in regards to the negotiations with the State and CSXT for maintenance and dispatch of the corridor.

Mr. Giulietti also stated that he met with Secretary Denver Stutler regarding the Florida East Coast Corridor (FECC). He stated that the three MPO's have met regarding the Southeast Florida Transportation Council (SEFTC) and have agreed to the evaluation criteria on regional projects that tie into Tri-Rail's north-south corridor.

Mr. Giulietti informed the Board that May 2, 2006 had been designated as "Customer Appreciation Day", and a ceremony with media coverage, dignitaries, entertainment and give-aways has been planned.

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

BOARD MEMBER COMMENTS

Board Member Smith requested information on the monies associated with providing free fares for seniors. He also requested current information on the cost of owning a car.

ADJOURNMENT

There being no further business, the meeting adjourned at 12:04 P.M.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: MAY 26, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

FISCAL YEAR 2006-07
OPERATING BUDGET

REQUESTED ACTION:

MOTION TO APPROVE: The South Florida Regional Transportation Authority's (SFRTA) FY 2006-2007 Operating Budget in the amount of \$48,399,460.

SUMMARY EXPLANATION AND BACKGROUND:

The SFRTA prepares its budget in accordance with Florida State Statutes F.S. 343.54(1)(b) & 341.303(4), Federal Transit Administration grant guidelines, Florida Department of Transportation Joint Participation Agreements and the Interlocal agreements with Broward, Miami-Dade and Palm Beach counties.

The SFRTA's proposed Operating Budget for FY 2006-07 is \$48,399,460, a \$9,817,463 or 25.45% increase over the FY 2005-06 Operating Budget. The most significant increase in the proposed budget is in Train Operations. The cost of Train Operations has increased approximately \$7,940,421, or 30% over last year of which is the result of running ten additional trains. The remaining increases in Train Operations represents increases for train security, train fuel, liability & property insurance, a contractually required CPI, and an additional eight trains to be added in January 2007, bringing the total number of daily trains to forty eight. Per the Full Funding Grant Agreement between the SFRTA and the FTA, the SFRTA is required to begin twenty-minute service during rush hour starting April 1, 2006.

(Continued on page 2)

Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward T. Woods
Procurement Director: Christopher C. Bross

FISCAL IMPACT: The Operating Budget provides funding for FY 2006-07 SFRTA operations in the amount of \$48,399,460.

EXHIBITS ATTACHED: [Exhibit 1 – FY 2006-07 Operating Budget-Revenue](#)
 [Exhibit 2 – FY 2006-07 Operating Budget-Appropriations](#)

FISCAL YEAR 2006-07
OPERATING BUDGET

SUMMARY EXPLANATION AND BACKGROUND (Continued):

Other key features of the proposed FY 2006-07's Operating Budget are:

- \$653,915 increase in General & Administrative expenses largely attributed to additional phone service at train stations and the SFRTA main office. Also affecting the increase is the Customer Information Network Contract (511).
- Payroll is increasing by \$1,098,550 due to the hiring of 8.5 additional personnel, which SFRTA needs in order to meet its obligation as a regional transportation agency. This increase includes all taxes and benefits associated with payroll, as well as a 3% salary adjustment and a 2% merit increase.

FISCAL YEAR 2006-07
OPERATING BUDGET

Recommended by: Edward Woods 05-17-06 Approved by: [Signature] 5/17/06
Department Director Date Procurement Director Date

Authorized by: Joseph Guilotti 5/17/06 Approved as to Form by: _____
Executive Director Date General Counsel Date

Board Action:

Approved: ____ Yes ____ No

Vote: ____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	____ Yes ____ No	Commissioner Jeff Koons	____ Yes ____ No
James A .Cummings	____ Yes ____ No	John Martinez	____ Yes ____ No
Marie Horenburger	____ Yes ____ No	George A. Morgan, Jr.	____ Yes ____ No
Neisen Kasdin	____ Yes ____ No	Commissioner James A. Scott	____ Yes ____ No
		Bill T. Smith	____ Yes ____ No

FISCAL YEAR 2006-07
OPERATING BUDGET

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by [Signature] 5/15/06
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FY 2006-2007 OPERATING BUDGET**

	REVENUE			
	FY 2005-06 APPROVED BUDGET	FY 2006-2007 PROPOSED BUDGET	CHANGE	% CHANGE
<u>TRAIN REVENUE</u>				
Train Service Revenue	6,529,000	6,699,974	170,974	2.62%
Interest Income/ Other Income	320,000	300,000	(20,000)	-6.25%
TOTAL TRAIN REVENUE	\$6,849,000	\$6,999,974	\$150,974	2.20%
<u>OPERATING ASSISTANCE</u>				
FTA Planning Grant	1,074,263	1,225,575	151,312	14.09%
FTA Preventive Maintenance	8,054,062	6,750,843	(1,303,219)	-16.18%
FHWA	4,000,000	4,000,000	-	0.00%
FDOT Operating Assistance	6,819,000	12,477,000	5,658,000	82.97%
FDOT Feeder Service Pass Through	2,000,000	2,513,014	513,014	25.65%
FDOT Feeder Service Grant	-	149,760	149,760	100.00%
FDOT DMU Funding	1,649,578	1,100,000	(549,578)	-33.32%
FDOT Marketing Grant	141,000	-	(141,000)	-100.00%
Miami-Dade Operating assistance	2,273,000	4,159,000	1,886,000	82.97%
Broward Operating Assistance	2,273,000	4,159,000	1,886,000	82.97%
Palm Beach Operating assistance	2,273,000	4,159,000	1,886,000	82.97%
Broward County Feeder Subsidy	606,294	606,294	-	0.00%
Other Local Funding	569,800	100,000	(469,800)	-82.45%
TOTAL ASSISTANCE	31,732,997	41,399,486	9,666,489	30.46%
TOTAL REVENUE	\$ 38,581,997	\$ 48,399,460	\$ 9,817,463	25.45%

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FY 2005-2006 OPERATING BUDGET**

APPROPRIATIONS

	FY 2004-05 APPROVED BUDGET	FY 2005-06 PROPOSED BUDGET	CHANGE	% CHANGE
Operations	24,578,844	31,210,437	6,631,593	26.98%
Personnel Expense	7,424,200	8,522,750	1,098,550	14.80%
Train Fuel Contract	3,295,000	4,603,828	1,308,828	39.72%
General & Administrative	1,584,510	2,238,425	653,915	41.27%
Marketing	1,049,220	1,059,520	10,300	0.98%
Professional Fees	883,000	1,104,500	221,500	25.08%
Reserve	500,000	500,000	-	0.00%
Expenditures Transferred to Capital Budget	(732,777)	(840,000)	(107,223)	14.63%
TOTAL APPROPRIATIONS	\$ 38,581,997	\$ 48,399,460	\$ 9,817,463	25.45%

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: MAY 26, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

INTERLOCAL AGREEMENT BETWEEN
BROWARD COUNTY AND
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

REQUESTED ACTION:

MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and Broward County in the amount of \$4,159,000 for Operating Funds, \$2,670,000 for Capital Contribution and \$606,294 for reimbursement for feeder service expense. This Agreement commences July 1, 2006, and ends June 30, 2007 (Exhibit 1).

SUMMARY EXPLANATION AND BACKGROUND:

The Florida Legislature adopted amendments to Florida Statutes, Chapter 343, creating the SFRTA as successor and assignee of the Tri-County Rail Authority. Included in the legislation was a provision that each county served by the SFRTA shall continue to annually fund SFRTA's operation in an amount not less than \$1,565,000.

For FY 2006-07, the SFRTA's funding requirement for net operating costs is \$4,159,000 per county. The Interlocal Agreement also provides a mechanism for Broward County to reimburse the SFRTA for feeder bus service that was transferred to the SFRTA on May 1, 2004, in the amount of \$606,294 for FY 2006-07.

The Interlocal Agreement also includes a provision for payment of the Capital Contribution of \$2,670,000 required of each of the three counties per Florida Statutes, Section 343.58(1).

The Interlocal Agreement will be presented to the Broward County Commission at their May 23, 2006, regular meeting.

Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward Woods
Procurement Director: Chris Bross

FISCAL IMPACT: Provides \$4,159,000 of Operating Funds, \$606,294 for Feeder Service reimbursement from Broward County and \$2,670,000 for Capital Contribution for FY 2006-07.

EXHIBITS ATTACHED: [Exhibit 1 – Interlocal Agreement with Broward County](#)

INTERLOCAL AGREEMENT BETWEEN
BROWARD COUNTY AND
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

Recommended by: *Shirley J. Woods* 05-17-06 Approved by: *CLB* 5/17/06
Department Director Date Procurement Director Date

Authorized by: *Joseph Amodeo* 5/17/06 Approved as to Form by _____
Executive Director Date General Counsel Date

Board Action:

Approved: ____Yes ____No

Vote: ____Unanimous

Amended Motion:

Commissioner Bruno Barreiro ____Yes ____No

James A. Cummings ____Yes ____No

Marie Horenburger ____Yes ____No

Neisen Kasdin ____Yes ____No

Commissioner Jeff Koons ____Yes ____No

John Martinez ____Yes ____No

George A. Morgan, Jr. ____Yes ____No

Commissioner James A. Scott ____Yes ____No

Bill T. Smith ____Yes ____No

Tracking No. 05260629
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AGENDA ITEM NO. **R2**

INTERLOCAL AGREEMENT BETWEEN
BROWARD COUNTY AND
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form  5/5/06
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marc Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

**INTERLOCAL AGREEMENT
BETWEEN BROWARD COUNTY
AND
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
RELATING TO THE OPERATING
FUNDING OF THE SOUTH FLORIDA REGIONAL TRANSPORTATION PROJECT**

THIS AGREEMENT ("Agreement") is made and entered into as of _____, 2006 by and between Broward County, a political subdivision of the State of Florida ("Broward County") and the South Florida Regional Transportation Authority, a body politic and corporate, a public instrumentality and an agency of the State of Florida pursuant to Florida Statutes, Chapter 343 ("SFRTA").

WITNESSETH:

WHEREAS, SFRTA was established by the Legislature to own, operate, maintain, and manage a commuter transit system, including but not limited to commuter rail and feeder bus service, which is currently located in the tri-county area of Broward, Miami-Dade, and Palm Beach County (referred to herein collectively as the "Counties"); and

WHEREAS, the purpose of this Agreement is to set forth the parties cooperative participation in the financing of the Project; and

WHEREAS, Chapter 343, F.S., provides that each county served by the SFRTA shall annually fund the operations of SFRTA in an amount not less than \$1.565 million; and

WHEREAS, the parties now desire to enter into this Agreement to further define the financing responsibility of the parties for the next fiscal year (FY 06/07).

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. RECITALS. The above recitals are true and correct and are incorporated herein.
2. PURPOSE. The purpose of this Agreement is to: (i) establish a one (1) year Operational Plan ("Plan"), as shown on Exhibit "A", which is subject to annual appropriations; and (ii) establish annual maximum funding limits for FY 06/07.
3. FUNDING BY FDOT. The Florida Department of Transportation ("FDOT") has agreed, pursuant to the Joint Participation Agreement between FDOT and SFRTA (the "JPA"), to fund fifty percent (50%) of SFRTA's Net Operating Costs. The term "Net Operating Costs" shall have the same meaning as set forth in Florida Statutes Section 341.303(4)(e), (generally defined as all operating costs of the Project, less any federal funds, fares, or other sources of income to the Project).

4. FUNDING BY BROWARD COUNTY.

a. Net Operating Costs

Broward County agrees that it shall contribute the annual amount of \$4,159,000 set forth in Exhibit "A" attached hereto for FY 06/07. If additional funding is required, an amendment to this Agreement may be entered into for funding related to additional SFRTA services pending negotiations and approval by both parties.

b. Feeder Service

"Feeder Service" is defined as any equipment used to transport SFRTA passengers to or from any of SFRTA's Broward County Tri-Rail train stations. Feeder Service will be provided to meet SFRTA's trains and to provide connecting services with other county transit services at each of SFRTA's stations located in Broward County.

SFRTA shall be responsible for the operation of the Feeder Service and Broward County shall reimburse SFRTA for such costs ("Annual Feeder Service Costs"). It is understood and agreed that it is the intent of FDOT, pursuant to the JPA, to annually contribute certain funds, representing a percentage of the Annual Feeder Service Costs, to partially reimburse SFRTA for the operation of the Feeder Service. It is understood and agreed that Broward County shall contribute, in addition to the Net Operating Costs set forth above, funds not to exceed \$606,294 to reimburse SFRTA for the balance of the actual Feeder Service costs not paid by FDOT as shown in Exhibit "B". The amounts shown in Exhibit "B" are the estimated amounts of the Annual Feeder Service Costs for FY 06/07 and the estimated costs to be paid by FDOT and Broward County.

SFRTA and Broward County will honor their respective ticket media for transfers between systems except on those routes agreed upon by both parties such as express routes or special service.

SFRTA will honor transit riders' transfers in Broward County by allowing the purchase of a SFRTA ticket less the face amount paid to Broward County Transit for its fare and transfer. SFRTA will honor the monthly and/or weekly passes of the other counties' transit systems for the transfer to SFRTA without the need to purchase a transfer and each passenger will receive the same fare reduction as a transfer rider.

5. ANNUAL APPROPRIATIONS. In order to be eligible for appropriation, SFRTA shall submit an annual budget to each of the Counties and FDOT for review and approval by May of each year. Actual annual appropriations shall be subject to the Broward Board of County Commissioners' approval. Payment will be in accordance with the budget ordinance for each fiscal year.

6. INVOICES.

a. Net Operating Costs

SFRTA shall present an invoice to Broward on a form prescribed and approved by Broward County for the entire amount of the Net Operating Costs portion per Exhibit "A" of this Agreement payable on October 1, 2006.

b. Feeder Service

SFRTA shall submit an itemized invoice to Broward County, which invoice shall represent the costs of operating and maintaining the Feeder Service for the previous quarter. Such invoice shall be due and payable within thirty (30) calendar days from receipt thereof by Broward County. All expenses submitted by SFRTA to Broward County for reimbursement must fully comply with all applicable requirements imposed by the Federal Transit Administration ("FTA") and the State of Florida, including, without limitation, all grant or funding agreements, federal or state laws, and regulations regarding funding for each itemized expense, which are applicable to Broward County.

c. Capital Contribution

SFRTA shall present an invoice to Broward on a form prescribed and approved by Broward County and will pay \$2,670,000 to SFRTA on October 1, 2006 as set forth per Section 343.58 (1), Florida Statutes. The Capital Contribution is in addition to the Net Operating Costs and Feeder Service Funds addressed in Section 4 above.

7. RECORDS. Both parties agree to provide reports and management information as requested in a timely manner.
8. TERM. This Agreement shall commence on July 1, 2006 and shall continue for a period of one (1) year (i.e. June 30, 2007). This agreement supercedes and replaces the Interlocal Agreement between Broward County and The South Florida Regional Transportation Authority dated July 14, 2005.
9. TERMINATION FOR DEFAULT. Either party's failure to perform timely as required by the Agreement, or otherwise to comply with the terms, conditions and specifications herein shall constitute a default, and the Agreement may be terminated at the discretion of the other party. The parties agree that termination of this Agreement by either party shall not waive any right or rights which one party may have against the other party for the breach of any term(s) of this Agreement.

In the event any party to this Agreement either fails to appropriate or budget sufficient funds, or is unable to appropriate or budget sufficient funds, to meet all of its obligations under this Agreement, then this Agreement may terminate upon ninety (90) days notice pursuant to paragraph 17, "Mailing Addresses," contained herein.

10. FINANCIAL AUDITING. Both parties shall maintain such records, accounts, and financial records as are deemed reasonably necessary by both SFRTA and Broward County to assure a proper accounting record. At reasonable intervals during regular business hours, parties to this Agreement and their duly authorized representatives and federal and state personnel shall have the right to audit, examine, and make excerpts in transcripts from both parties' records with respect to matters covered in this Agreement.

In the event funds paid to either party under this Agreement are subsequently disallowed by either party because of accounting errors or charges not in conformity with this Agreement, either party shall refund promptly such disallowed amounts to the other party as the case may warrant.

11. MAINTENANCE OF RECORDS. All source documents for National Transit Database ("NTD") filing shall be subject to audit and shall be maintained by both parties for five (5) years following final payment under this Agreement. Both parties shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings.
12. NO WAIVER. No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.
13. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute the same Agreement.
14. ENTIRE AGREEMENT. This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous agreements and representations whether written or oral.
15. MODIFICATION AND AMENDMENTS. This Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought.
16. EXHIBITS. All exhibits attached hereto contain additional terms of this Agreement and are incorporated as if actually set forth herein.

17. MAILING ADDRESSES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the mailing addresses set forth below, unless such addresses shall have been changed by written notice. For the present, the parties designate the following as the respective places for giving of notice:

For SFRTA:

Joseph Giuliatti
Executive Director
South Florida Regional Transportation Authority
800 NW 33 St., Suite 100
Pompano Beach, Florida 33064

With a copy to:

Greenberg Traurig
777 S. Flagler Drive, Suite 300E
West Palm Beach, Florida 33401
Attention: Teresa J. Moore

For Broward County:

Christopher Walton
Director
Broward County Transit Agency
3201 W. Copans Road
Pompano Beach, Florida 33069

With a copy to:

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature.

ATTEST:

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

Joseph Giuliatti
Executive Director

By: _____
Chair

_____ day of _____, 2006

(SFRTA SEAL)

Approved as to form and legal
sufficiency by:

SFRTA General Counsel

ATTEST:

**BROWARD COUNTY, THROUGH ITS
BOARD OF COUNTY
COMMISSIONERS**

Witness
(CORPORATE SEAL)

Mayor

_____ day of _____, 2006

Approved as to form and legal sufficiency

Broward County Attorney

EXHIBIT A
FUNDING FOR NET OPERATING COSTS
Fiscal Year 2006-07

FY 06/07

Total SFRTA Net Operating Expense	\$48,399,460
Total Train Revenue	<u>6,999,974</u>
Net Operating Deficit	\$41,399,486

Funding Sources:

FHWA	\$4,000,000
FTA	7,976,418
FDOT	12,477,000
Broward County	4,159,000
Miami-Dade County	4,159,000
Palm Beach County	4,159,000
Feeder Service	3,269,068
Other (Miscellaneous)	<u>1,200,000</u>
Unfunded Deficit	-0-

EXHIBIT B
FUNDING FOR FEEDER SERVICE

Fiscal Year 2006-07

FY 2006-07

Expenditures

SFRTA's Broward County Service	<u>\$1,978,184</u>
Total Expenditures	\$1,978,184

Funding

Broward County	\$ 606,294
Florida Department of Transportation	<u>1,371,890</u>
Total Funding	\$1,978,184

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: MAY 26, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

JOINT PARTICIPATION AGREEMENT (JPA) NO.3
FLORIDA DEPARTMENT OF TRANSPORTATION
FEEDER SERVICE FUNDING FOR FISCAL YEAR 2006-2007

REQUESTED ACTION:

MOTION TO APPROVE: Supplemental Joint Participation Agreement (JPA) No. 3 between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for feeder service funding, in the amount of \$2,250,000 bringing the total agreement to \$9,032,000.

SUMMARY EXPLANATION AND BACKGROUND:

The Joint Participation Agreement (JPA) funds the reimbursement of Miami-Dade County, Palm Beach County, Broward County and the SFRTA for expenditures for Feeder Services for Fiscal Year 2006-07.

The SFRTA Board of Directors approved the original Joint Participation Agreement on June 27, 2003, in the amount of \$4,000,000 to fund the Feeder Services for Fiscal Year 2004-05.

On June 25, 2004, the SFRTA Board of Directors approved a supplement to the JPA of \$2,782,000 for Feeder Services for Fiscal Year 2005-06 bringing the total agreement to \$6,782,000.



Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward T. Woods
Procurement Director: Christopher C. Bross

FISCAL IMPACT: This Supplemental JPA will fund a portion of SFRTA's Fiscal Year 2006-07 Operation Budget.

EXHIBITS ATTACHED: [Exhibit 1 – Supplement #3 JPA with Florida Department of Transportation.](#)

JOINT PARTICIPATION AGREEMENT (JPA) NO.3
FLORIDA DEPARTMENT OF TRANSPORTATION
OPERATION FUNDING FOR FISCAL YEAR 2006-2007

Recommended by:  05-17-06 Approved by:  5/17/06
Department Director Date Procurement Director Date

Authorized by:  5/17/06 Approved as to Form by: _____
Executive Director Date General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

JOINT PARTICIPATION AGREEMENT (JPA) NO. 3
FLORIDA DEPARTMENT OF TRANSPORTATION
OPERATION FUNDING FOR FISCAL YEAR 2006-2007

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form _____
General Counsel Date 5/15/06

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number 3

725-030-07
PUBLIC TRANSPORTATION
07/02
Page 1 of 5

Financial Project No.: <u>23468118401 / 40853328401</u> <small>(Item-segment-phase-sequence)</small> Contract No.: <u>AN967</u>	Fund: <u>DS</u> Function: <u>680</u> Federal No.: <u>N/A</u>	FLAIR Approp.: <u>088774</u> FLAIR Obj.: <u>750013</u> Org. Code: <u>55042010429</u> Vendor No.: <u>VF-650002789001</u>
Catalog of Federal Domestic Assistance Number: _____ Catalog of State Financial Assistance Number: _____		

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and South Florida Regional Transportation Authority
800 N.W 33rd Street, Suite 100, Pompano Beach FL 33064
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 14th day of July, 2003, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$9,032,000.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.00 Project Description: The project description is amended

To provide corridor funds for fiscal year 06/07 to Tri-County Commuter Rail Authority to offset the cost of providing feeder bus services.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased by \$ 2,250,000.00
bringing the revised total cost of the project to \$ 9,032,000.00 .

Paragraph 4.00 of said Agreement is increased by \$ 2,250,000.00
bringing the Department's revised total cost of the project to \$ 9,032,000.00 .

3.00 Amended Exhibits:

Exhibit(s) _____ of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 18.00 of said Agreement December 31st, 2007 .

Financial Project No. 23468118401 / 40853328401

Contract No. AN967

Agreement Date _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated July 14th, 2003
and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first
above written.

AGENCY

FDOT

South Florida Regional Transportation Authority
AGENCY NAME

See attached Encumbrance Form for date of
Funding Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

DEPARTMENT OF TRANSPORTATION

TITLE

District Director of Transportation Development
TITLE

Financial Project No. 23468118401 / 40853328401

Contract No. AN967

Agreement Date _____

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority
800 N.W 33rd Street, Suite 100, Pompano Beach FL 33064
dated _____.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

I.	Project Cost:	As Approved	As Amended	Net Change
		\$6,782,000.00	\$9,032,000.00	\$2,250,000.00
	Total Project Cost	\$6,782,000.00	\$9,032,000.00	\$2,250,000.00
I.	Fund Participation:	As Approved	As Amended	Net Change
	Department:	\$6,782,000.00	\$9,032,000.00	\$2,250,000.00
	Agency:			\$0.00
	Other:			\$0.00
	Total Project Cost	\$6,782,000.00	\$9,032,000.00	\$2,250,000.00

Comments:

III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY
FY
FY
FY

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

Tracking No. _____

AGENDA ITEM NO.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: MAY 26, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

AGREEMENT NO. 06-111
WITH THE SCHOOL BOARD OF PALM BEACH COUNTY
STUDENT TRANSPORTATION

REQUESTED ACTION:

MOTION TO APPROVE: Agreement No. 06-111, between the South Florida Regional Transportation Authority and the School Board of Palm Beach County, for the transportation of students on the Tri-Rail system for the 2006-2007 through the 2008-2009 school calendar years.

SUMMARY EXPLANATION AND BACKGROUND:

Since the 1990-1991 school calendar years, SFRTA and the School Board of Palm Beach County have maintained an Interlocal Agreement for rail transportation of Magnet School students. There are approximately 1200 students who commute on Tri-Rail on a daily basis. An appropriate number of chaperones (minimum of 2 per student car) are appointed to ride the trains to ensure the safety of all elementary and middle school students. The chaperones are coordinated through the Palm Beach County School's Department of Transportation. The School Board reimburses SFRTA at a monthly rate of Forty Dollars (\$40.00) per student. The eligible students will be provided with photo ID provided by the Palm Beach County Schools Transportation Department evidencing the students' right to such transportation. The attached Agreement is for the purpose of continuing this arrangement for the next three school calendar years.

Department: Operations
Project Manager: Allen Yoder

Department Director: Brad Barkman
Procurement Director: Christopher Bross

FISCAL IMPACT: Not Applicable.

EXHIBITS ATTACHED: [Exhibit 1 – Agreement No. 06-111](#)

AGREEMENT NO. 06-111
WITH THE SCHOOL BOARD OF PALM BEACH COUNTY
STUDENT TRANSPORTATION

Recommended by: B. Barkman 5/17/06 Approved by: [Signature] 5/17/06
Department Director Date Procurement Director Date

Authorized by: Joseph G. Gulletti 5/17/06 Approved as to Form by: _____
Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro	____ Yes ____ No	James A. Cummings	____ Yes ____ No
Marie Horenburger	____ Yes ____ No	Neisen Kasdin	____ Yes ____ No
Commissioner Jeff Koons	____ Yes ____ No	John Martinez	____ Yes ____ No
George Morgan Jr.	____ Yes ____ No	Commissioner James A. Scott	____ Yes ____ No
Bill T. Smith	____ Yes ____ No		

AGREEMENT NO. 06-111
WITH THE SCHOOL BOARD OF PALM BEACH COUNTY
STUDENT TRANSPORTATION

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  5/15/16
General Counsel Date
STAFF

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro	____ Yes ____ No	James A. Cummings	____ Yes ____ No
Marie Horenburger	____ Yes ____ No	Neisen Kasdin	____ Yes ____ No
Commissioner Jeff Koons	____ Yes ____ No	John Martinez	____ Yes ____ No
George Morgan Jr.	____ Yes ____ No	Commissioner James A. Scott	____ Yes ____ No
Bill T. Smith	____ Yes ____ No		



AGREEMENT NO. 06-111

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

FOR

STUDENT TRANSPORTATION

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AGREEMENT NO. 06-111

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

FOR

STUDENT TRANSPORTATION

This is an Agreement between SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, an agency of the state of Florida, its successors and assignees, hereinafter referred to as “SFRTA”,

AND

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, hereinafter referred to as “THE SCHOOL”.

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, SFRTA and THE SCHOOL agree as follows:

ARTICLE 1 – SCOPE OF WORK

- 1.1 THE SCHOOL agrees to provide transportation from agreed stops at or near the home or school of students designated by THE SCHOOL to the nearest SFRTA Station or to a SFRTA Station chosen by THE SCHOOL at a time that is consistent with the announced SFRTA schedule as published and amended from time to time. THE SCHOOL further agrees to provide transportation to said students from the SFRTA Station of debarkation to a destination as chosen by THE SCHOOL.
- 1.2 SFRTA agrees to provide transportation to students chosen by THE SCHOOL from the SFRTA Station to which the students have been delivered to the SFRTA Station nearest to the student’s school. THE SCHOOL shall designate the school. SFRTA furnished transportation shall be solely by rail line and in rail cars furnished by SFRTA for regular commuter rail transportation offered to the general public by SFRTA. Students commuting on Tri-Rail must abide by Tri-Rail’s Fare Tariff Policy and Student Rules and Regulations.

- 1.3 The Palm Beach School Transportation Department agrees to furnish to students designated by THE SCHOOL, photo identification cards acceptable to SFRTA employees as evidence of the students' right to such transportation.
- 1.4 THE SCHOOL agrees that the schools shall provide a minimum of two chaperones per student car for elementary and middle school students. SFRTA will supply designated chaperones with a complimentary pass.
- 1.5 Neither THE SCHOOL nor SFRTA will be responsible for the transportation of students who have not been identified by THE SCHOOL as eligible for such transportation.

ARTICLE 2 - COMPENSATION

SFRTA shall be compensated for services provided pursuant to this Agreement at the student monthly rate of Forty Dollars (\$40.00) per student, or the current student rate established in SFRTA's Tariff Policy.

ARTICLE 3 – METHOD OF PAYMENT

THE SCHOOL agrees to reimburse SFRTA on a monthly billing basis. Invoices submitted by SFRTA shall be detailed enough to show the total number of students provided with monthly passes for each separate month of the school year. Payment shall be made within thirty (30) working days of an invoice to THE SCHOOL.

ARTICLE 4 – RETENTION OF RECORDS

SFRTA shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of three (3) years after termination of this Agreement; or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of the audit findings.

ARTICLE 5 - INDEMNIFICATION

- 5.1 THE SCHOOL agrees pursuant to Section 768.28, Florida Statutes, to be responsible for any and all liability of whatsoever nature incident to the use of said Tri-Rail system, to the fullest extent allowed by the Constitution and the laws of the State of Florida, if such injury or damage is caused by any act or omission of any agent or employee of THE SCHOOL provided however, this provision shall not be construed as a waiver of any right of defense that THE SCHOOL may possess and THE SCHOOL reserves all such rights as against any and all claims that may be brought under this Agreement.

- 5.2 SFRTA agrees pursuant to Section 768.28, Florida Statutes, to be responsible for any and all liability of whatsoever nature incident to the use of said Tri-Rail system to the fullest extent allowed by the Constitution and the laws of the State of Florida, if such injury or damage is caused by any act or omission of any agent or employee of SFRTA.

ARTICLE 6 - TERMINATION

- 6.1 This Agreement may be terminated by either party, with or without cause, upon sixty (60) days written notice to the other.
- 6.2 The waiver of either party of a breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach hereof.

ARTICLE 7 – TERM OF AGREEMENT

This Agreement is valid from the date of its execution or the initiation of service, whichever occurs earlier, through the end of the 2008 – 2009 school term as determined by THE SCHOOL in its annual calendar.

ARTICLE 8 - CONFIDENTIALITY

To the extent permitted by law, SFRTA agrees to adhere to Section 1002.22, Florida Statutes, and the Family Educational Rights and Privacy Act “FERPA”, which govern the confidentiality and release of student records.

ARTICLE 9 – ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement by the parties and may only be modified in writing approved by both parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, signing by and through its _____, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2006.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER JOHN F. KOONS, CHAIR

_____ DAY OF _____, 2006

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

GREENBERG TRAUIG, P.A.
General Counsel, SFRTA

ATTEST:

THE SCHOOL

WITNESS

THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA

_____ DAY OF _____, 2006

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: MAY 26, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

TRANSIT SERVICE IMPLEMENTATION PLAN FOR THE
CENTRAL PALM BEACH COUNTY TRANSPORTATION CORRIDOR
FUNDING AGREEMENT

REQUESTED ACTION:

MOTION TO APPROVE: Funding Agreement between the South Florida Regional Transportation Authority and the Palm Beach Metropolitan Planning Organization for the Transit Service Implementation Plan for the Central Palm Beach County Transportation Corridor for the maximum not-to-exceed amount of \$125,108.00.

SUMMARY EXPLANATION AND BACKGROUND:

The Transit Service Implementation Plan for the Central Palm Beach County Transportation Corridor is a short-range project identified in the *South Florida Transit Analysis Study* prepared by the South Florida Regional Transportation Authority (SFRTA) in 2003. The project was initially identified as the Okeechobee Bus Rapid Transit project. The proposal for this corridor is to implement Bus Rapid Transit (BRT) service.

SFRTA will commission the services of Parsons Brinckerhoff Quade & Douglas, Inc., (PBQD) a SFRTA General Planning Consultant, to perform a rapid bus service implementation study within the Central Palm Beach County Transportation Corridor (Corridor). The Corridor extends from downtown West Palm Beach (including the Tri-Rail Station), between Okeechobee and Southern Boulevards, along US 441 and continuing on to the Mall at Wellington Green.

(Continued on page 2)

Department: Planning & Capital Development
Project Manager: William Cross

Department Director: Jack Stephens
Contracts Director: Chris Bross

FISCAL IMPACT: Funding is available in FY05-06 Capital Budget

EXHIBITS ATTACHED: [Exhibit 1 - Funding Agreement](#)

TRANSIT SERVICE IMPLEMENTATION PLAN FOR THE
CENTRAL PALM BEACH COUNTY TRANSPORTATION CORRIDOR
FUNDING AGREEMENT

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The Palm Beach County Metropolitan Planning Organization (MPO) adopted the 2030 Cost Feasible Transportation System Plan (Plan) for Palm Beach County. The Plan identified a potential need for premium transit service to serve the central east-west corridor in the vicinity of Okeechobee Boulevard and Southern Boulevard. The MPO agreed to fund, on a cost reimbursement basis, fifty percent (50%) of the costs associated with the work as set forth in the Scope of Services (Exhibit A of the Funding Agreement), contingent upon the MPO obtaining the Florida Department of Transportation's (FDOT) approval of the Scope of Services and FDOT's determination that the costs are "eligible project costs" for which the MPO will be reimbursed. MPO staff have indicated they are not expecting any problems in obtaining these approvals from FDOT.

Staff is requesting approval of the Funding Agreement between the South Florida Regional Transportation Authority and the Palm Beach County Metropolitan Planning Organization for the Central Palm Beach County Transportation Study.

TRANSIT SERVICE IMPLEMENTATION PLAN FOR THE
CENTRAL PALM BEACH COUNTY TRANSPORTATION CORRIDOR
FUNDING AGREEMENT

Recommended by: [Signature] 5/17/06 Date
Department Director
Approved by: [Signature] 5/17/06 Date
Contracts Director
Authorized by: [Signature] 5/17/06 Date
Executive Director
Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

TRANSIT SERVICE IMPLEMENTATION PLAN FOR THE
CENTRAL PALM BEACH COUNTY TRANSPORTATION CORRIDOR
FUNDING AGREEMENT

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  5/15/06
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro Yes No

James A. Cummings Yes No

Marie Horenburger Yes No

Neisen Kasdin Yes No

Bill T. Smith Yes No

Commissioner Jeff Koons Yes No

John Martinez Yes No

George A. Morgan, Jr. Yes No

Commissioner James A. Scott Yes No

**FUNDING AGREEMENT
BY AND BETWEEN
THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION AND
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FOR
TRANSIT SERVICE IMPLEMENTATION PLAN FOR THE CENTRAL PALM
BEACH TRANSPORTATION CORRIDOR**

This Funding Agreement is entered into this 26 day of May, 2006, by and between the Palm Beach Metropolitan Planning Organization, an entity created pursuant to the provisions of Chapters 163 and 339, Florida Statutes, (hereinafter referred to as the "MPO") and the South Florida Regional Transportation Authority, (hereinafter referred to as the "SFRTA"), a body politic and corporate, a public instrumentality and an agency of the State of Florida pursuant to Chapter 343, Florida Statutes.

WITNESSETH

WHEREAS, the MPO has adopted the 2030 Cost Feasible Transportation System Plan for Palm Beach County (the "Plan"); and

WHEREAS, the Plan has identified a potential need for premium transit service to serve the central east-west corridor in the vicinity of Okeechobee Boulevard and Southern Boulevard; and

WHEREAS, further study and analysis is required to quantify the level of need and the type of service appropriate to meet the identified need; and

WHEREAS, the SFRTA has agreed to perform the study and analysis of the central corridor for premium transit service as identified in the Plan, as set forth in the Scope of Services attached hereto and incorporated herein as Exhibit A, and to fund fifty percent (50%) of the costs associated with its performance of the services described in this Agreement; and

WHEREAS, the MPO has agreed to fund, on a cost reimbursement basis, fifty percent (50%) of the costs associated with the performance of services by the SFRTA as set forth in the Scope of Services; provided, however, that the MPO's funding obligation is contingent upon the Florida Department of Transportation's (hereinafter "FDOT") approval of the Scope of Services, a determination by FDOT that said costs are "eligible project costs" for which the MPO will be reimbursed, FDOT's approval of each requisition or invoice submitted by the MPO to FDOT for reimbursement under the MPO's Joint Participation Agreement with FDOT dated December 12, 1980 ("JPA") or other Joint Participation Agreement with FDOT that MPO intends to use as a funding source for its fifty percent (50%) contribution, and the satisfaction of any other funding condition set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, conditions,

promises, covenants, and obligations set forth herein, the MPO and SFRTA agree as follows:

Section 1. **Incorporation of Facts.** The facts set forth above, in the preamble to this Agreement, are true and correct and incorporated into and made a part of this Agreement by reference.

Section 2. **Purpose.** The purpose of this Agreement is to set forth the various duties, rights, and obligations of the parties regarding SFRTA's provision of services to the MPO.

Section 3. **Representatives.** The MPO's representative during the performance of this Agreement is Randy Whitfield, Director of the MPO, whose telephone number is (561) 684-4170. The SFRTA's representative during the performance of this Agreement is William L. Cross, P.E., whose telephone number is 954-788-7916.

Section 4. **Effective Date, Term, and Renewal.** This Agreement shall take effect as of June 1, 2006, and shall remain in full force and effect for a period of 15 months therefrom, expiring on August 31, 2007, unless sooner terminated as provided herein.

Section 5. **Services.** The SFRTA shall provide the services as described in the Scope of Services. The services shall be performed under the direction of the parties' representatives, and the work shall commence only upon the issuance of a Notice to Proceed from the MPO's representative to the SFRTA.

A. Prior to the issuance of the Notice to Proceed, the parties' contract representatives shall establish a timeline for the performance of each task, the expected delivery date for any deliverable(s), and the actual cost of each task identified in the Scope of Services. The services shall be performed or completed in accordance with the detailed task requirements shown in the Scope of Services. The cost of each task shall not exceed the amount established by the parties' contract representatives for that task, and the sum of the cost of performance of all of the tasks identified in the Scope of Services shall be equal to or less than the sum of Two Hundred Fifty Thousand Two Hundred and Sixteen Dollars (\$250,216.00), including all reimbursable expenses, as set forth in Consultant's Fee Proposal Worksheet for Central Palm Beach County Transportation Corridor Study under SFRTA/Tri-Rail General Planning Consultant Work Order No. 02 to Agreement No. 04-616(A), a copy of which is attached hereto as part of Exhibit A. All memoranda, deliverables data, reports, and the like shall be delivered or completed in accordance with the requirements of the MPO and shall become the property of the MPO and the SFRTA.

B. During the term of this Agreement and upon the MPO's request, SFRTA representatives will meet with the MPO's staff, officials, members of the public, and participate in meetings of the MPO's Board at the times and places required by the MPO to discuss the status and outcome of the services or Scope of Services, as well as the need

for revision to a particular task(s) or the performance of additional services. Such meeting(s) and public participation activities, shall be a part of the cost established for each task, and no additional compensation will be due the SFRTA for the activities described in this paragraph and no additional funds will be required of the MPO.

Section 6. **Payments.** The maximum amount to be contributed by the MPO to the SFRTA to help fund the performance of services under this Agreement is One Hundred Twenty Five Thousand, One Hundred and Eight Dollars (\$125,108.00). All remaining costs of performance shall be the responsibility of the SFRTA.

A. The SFRTA shall invoice the MPO for reimbursement of fifty percent (50%) of the costs incurred in the performance of each task under this Agreement. Each invoice shall not exceed fifty percent (50%) of the amount established by the parties for the work or task(s) to be performed and the sum of all invoices submitted by SFRTA shall not exceed fifty percent (50%) of the total contract amount as described in Exhibit A. All expenses for which SFRTA will be reimbursed by the MPO during SFRTA's performance of this Agreement are included in the not-to-exceed amount established for each task. The MPO shall not reimburse the SFRTA for any other expenses incurred by SFRTA or its contractor in excess of those identified in Exhibit A.

B. Invoices received from the SFRTA will be reviewed and approved by the MPO's representative, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Palm Beach County Finance Department for payment. Invoices shall cite the Agreement number and shall contain an original signature of an authorized SFRTA official. Invoices will normally be paid within thirty (30) days following MPO's representative approval. Payments will be remitted to the SFRTA at the address set forth in Section 30 of this Agreement or such other address as is designated in writing by the SFRTA to the MPO.

C. All requests for reimbursement, including those for reimbursable expenses under this Agreement, shall include copies of receipts, invoices, or other documentation acceptable to the MPO and Palm Beach County's Finance Department. Such documentation shall be sufficient to establish that the expenses were actually incurred and necessary in the performance of the work described in Exhibit A. Long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplication, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, F.S.

D. In order for each party to close its books and records, the SFRTA will clearly state "final invoice" on its last and final billing. This certifies that all services have been properly performed and all charges and costs have been invoiced to the MPO. Since this account will thereupon be closed, any and other future charges, if not properly included on this final invoice, are waived by the SFRTA.

Section 7. **Reports and Ownership of Documents.**

A. All written and oral information provided by the MPO to the SFRTA shall be considered a public record open to public inspection unless the MPO simultaneously with the providing of such information to the SFRTA, specifically and in writing, indicates that certain information is not in the public domain or not previously known and the basis for it being excluded from public review and inspection. All drawings, maps, sketches, programs, data-base reports, and other data developed under this Agreement shall be the shared property of the MPO and other agencies providing funding and may be reused by the MPO or SFRTA.

B. Notwithstanding anything in this Agreement to the contrary, both parties agree to comply with the provisions of Florida's Public Records Law. The MPO and SFRTA each reserves the right to unilaterally cancel this Agreement, should the other party refuse to allow public access to any documents, papers, letters or other material subject to the provisions of Chapter 119, F.S.

Section 8. **No Agency Relationship.** Nothing contained in this Agreement nor any contract of the SFRTA's shall create an agency relationship between the MPO and the SFRTA, nor shall either ever assert in any forum that it or its officers, employees, contractors or agents are acting for or on behalf of the other.

Section 9. **Termination.** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party's contract representative in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. It may also be terminated for convenience, in whole or in part, by either party, immediately upon written notice to the other party. Termination shall not become effective until written notice of such has actually been received by the non-terminating party at its address set forth in this Agreement or other address so designated by it in writing. SFRTA further agrees that in the event this Agreement is terminated for convenience it is entitled solely to be reimbursed for fifty percent (50%) of its cost of performance rendered to the satisfaction of the MPO up to the time of termination, which sum shall not include any lost or anticipatory profits of any contractor or subcontractor. If, however, either party is in default, the non-defaulting party shall have a right of set off against the amount that would otherwise be payable to it to compensate it for any actual damages suffered because of the default. Notwithstanding the foregoing or anything in this Agreement to the contrary, nothing contained herein shall be deemed to abrogate, diminish or impair either party's rights under Section 13 of this Agreement or to amend its provisions. In the event of a conflict between Sections 9 and 13 of this Agreement, the provisions of Section 13 shall be given precedence and shall control the resolution of the conflict. After receipt of a termination notice and, except as otherwise directed by the MPO, the SFRTA shall:

A. Stop work on the date and to the extent specified.

- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to MPO.
- D. Continue and complete all parts of the work that have not been terminated.

Section 10. **Prohibition of Discrimination.** The SFRTA represents and warrants that neither it nor its employees will discriminate in the performance of this Agreement and that all of its employees and applicants for employment shall be treated equally and without regard to race, sex, sexual orientation, color, religion, disability, age, marital status, national origin, or ancestry.

Section 11. **Insurance and Indemnity by Third Party Contractor.** Unless waived or amended by the MPO and Palm Beach County, it shall be the responsibility of the SFRTA to provide evidence of the following minimum amounts of insurance coverage or legal liability protection:

A. SFRTA shall procure and maintain through the term of this Agreement, Worker's Compensation & Employers Liability insurance up to the statutory limits specified in Section 440.02, Florida Statutes. The Worker's Compensation insurance shall extend to all employees of the SFRTA and, if required by law, shall also extend to volunteers of SFRTA.

B. Without waiving any rights either party has to Sovereign Immunity as provided by Section 768.28, Florida Statutes, SFRTA and MPO agree that the limits of insurance coverage which the SFRTA is to procure and maintain through the term of this Agreement for Commercial General Liability and Business Automobile Liability shall be at least the coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence or such monetary waiver limits as may, from time to time during the term of this Agreement, be set forth in the Florida's sovereign immunity statute, which MPO recognizes as acceptable regarding General Liability and Automobile Liability. The SFRTA reserves the right to self-insure for the coverage limits set forth above.

C. Certificates of Insurance, evidencing that required insurance coverages have been procured by SFRTA and delivered to the MPO, are attached hereto as Exhibit "B". If the SFRTA has elected to self-insure during the term of this Agreement it shall provide evidence thereof in a form deemed satisfactory to MPO and have received MPO's approval thereof prior to terminating SFRTA's insurance coverage. The signed Affidavit or Certificate of Insurance evidencing the required Commercial General Liability insurance coverage shall contain an "additional insured endorsement" naming the Palm Beach Metropolitan Planning Organization as an additional insured.

D. When obtaining new insurance, the SFRTA shall endeavor to obtain Certificate(s) of Insurance containing a statement that unequivocally provides that not less than thirty (30) days written notice to MPO will be given prior to cancellation of

coverage thereunder. In the event SFRTA is unable to provide Certificate(s) of Insurance that satisfy the notice requirements of this paragraph, the MPO's Executive Director may, on a case by case basis and for good cause shown (*e.g.*, SFRTA is unable to furnish a certificate of insurance that complies in all respects with the notice requirements after diligently attempting to obtain such a certificate), waive or vary these notice requirements.

E. All insurance must be acceptable to and approved by MPO and Palm Beach County as to form, types of coverage, and acceptability of the insurers providing coverage.

F. The SFRTA further agrees that it shall include in any third party contract related to the performance of the services described in Exhibit A, insurance requirements which conform to or exceed those set forth above in this Section 11, and that it shall require its contractor to provide a certificate of insurance providing clear evidence that the contractor's insurance coverage does, at a minimum, conform to the above requirements and identifies both the SFRTA and the MPO as additional insureds under the contractor's policy(ies).

G. The SFRTA shall require any contractor it utilizes to perform the Scope of Services or to help SFRTA perform the Scope of Services to agree to save, defend, indemnify and hold harmless the MPO and the SFRTA and their respective officers, employees, servants and agents from any and all suits, actions, claims, damages, liability, expenses, attorney fees and costs, of any kind or nature, which may be made against the MPO or SFRTA or which the MPO or SFRTA may be subject to as a result of any act, omission, fault or negligence of SFRTA's contractor related, in any manner, to the contractor's performance or failure to perform the Scope of Services or work contracted to it by SFRTA.

Section 12. **Personnel.** SFRTA represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the MPO nor shall they be considered as joint employees or volunteers of the MPO.

All of the services required hereunder shall be performed by the SFRTA or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Section 13. **Availability of Funds.** The SFRTA's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by its governing body for the purposes of this Agreement. The MPO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the MPO and Palm Beach County's Board of County Commissioners. In addition, the MPO shall not be obligated to perform or pay for any services provided or to be provided under this Agreement, including reimbursement of costs and expenses: 1) if FDOT has not approved this Agreement; 2) if FDOT determines that any of the services provided or to

be provided, including reimbursement of costs or expenses are not “eligible project costs” for which the MPO will be reimbursed; 3) if FDOT does not approve any requisition or invoice submitted by the MPO to FDOT for reimbursement under the MPO’s JPA with FDOT; 4) if FDOT terminates or cancels its JPA with the MPO or fails to fully fund its obligations thereunder; or 5) if the FDOT terminates or cancels, in whole or in part, or fails to fully fund any other Joint Participation Agreement that it had with the MPO that MPO intended to use as a funding source for its fifty percent (50%) contribution.

Section 14. **Conflict of Interest.** SFRTA represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Section 112.311, Florida Statutes. SFRTA further represents that no person having any such interest shall be employed for said performance.

The SFRTA shall promptly notify the MPO’s representative, in writing, by certified mail, of all potential conflicts or interest for any prospective business association, interest, or other circumstance which may influence or appear to influence SFRTA’s judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that SFRTA may undertake and include an opinion from SFRTA’s legal counsel as to whether the association, interest, or circumstance would, in his or her opinion, constitute a conflict of interest if entered into by SFRTA

Section 15. **Independent Contractor Relationship.** SFRTA is and shall be, in the performance of all work, services and activities under this Agreement, an Independent Contractor and not an employee, agent, or servant of MPO. All persons engaged in any of the services performed under this Agreement shall, at all times and in all places, be subject to SFRTA’s sole direction, supervision, and control. SFRTA shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, SFRTA’s relationship and the relationship of its employees to MPO shall be that of an Independent Contractor and not as employees or agents of the MPO.

SFRTA does not have the power or authority to bind the MPO in any promise, agreement, or representation.

Section 16. **Contingent Fees.** The SFRTA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for SFRTA, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for SFRTA, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Section 17. **Access and Audits.** SFRTA shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement,

SFRTA shall maintain such records until notified by the MPO that the litigation or claims have been concluded and resolved. The MPO, FDOT and the U.S. Department of Transportation Federal Highway Administration or Federal Transit Administration shall have access to and SFRTA shall make available its books, records and documents related to the performance of this Agreement, for the purpose of inspection or audit, during normal business hours at SFRTA's place of business.

Section 18. **Preparation of Documents, Certifications and Reports.** Should the MPO be required by FDOT or an agency of the Federal government to provide any certifications, documents or reports related in any manner to this Agreement, SFRTA will cooperate and assist the MPO with the preparation of such.

Section 19. **FDOT Funded Project.** This Agreement is to be funded in whole or in part by funds received from FDOT by the MPO. The expenditure of such funds is subject to the terms and conditions of the JPA between the MPO and the FDOT dated December 12, 1980, and may also be subject to the terms of other Joint Participation Agreements between FDOT and the MPO. The SFRTA shall not perform any act, fail to perform any act or refuse to comply with MPO requests which would cause the MPO to be in violation of any term or condition of its JPA with FDOT, or any other Joint Participation Agreement between FDOT and the MPO, or cause FDOT to refuse to approve a requisition or invoice for payment or reimbursement submitted by the MPO. SFRTA will immediately remedy any deficiency or violation found by the MPO upon notice of such from the MPO. The MPO's obligation to pay the SFRTA is contingent upon the MPO's receipt of funds from the FDOT for the purposes of this Agreement.

Section 20. **Authority to Practice.** SFRTA hereby represents and warrants that it will ensure that all contractors it utilizes to perform the Scope of Services will have and continue to maintain all licenses and approvals required to conduct their respective businesses, and that each will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to MPO's representative upon request.

Section 21. **Assignment.** Neither this Agreement, nor any interest herein, shall be assigned, subcontracted, conveyed, transferred, or otherwise encumbered, in whole or in part, by SFRTA without the prior written consent of MPO.

Section 22. **Remedies.** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No person or entity other than the SFRTA or MPO shall have any rights in this Agreement or any remedy against either the SFRTA or MPO for a violation of any of the terms and conditions set forth herein or pertaining in any way to the services to be rendered by the SFRTA to the MPO hereunder.

Section 23. **Enforcement Costs.** Any costs or expenses, including reasonable attorney fees, associated with the enforcement of the terms and conditions of this Agreement shall be borne by the party incurring such costs.

Section 24. **No Waiver.** No waiver of any provisions of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

Section 25. **Captions.** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 26. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 27. **Severability.** Should any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement.

Section 28. **Entirety of Agreement and Modifications.** MPO and SFRTA agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 29. **Survivability.** Any provision of this Agreement which is a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

Section 30. **Notice.** Notices, invoices, communications, and payments hereunder shall be deemed made if given in any of the following forms: (i) by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication; (ii) by overnight courier service addressed to the party to receive such notice, invoice, or communication; or (iii) by hand delivery to the office of the party to whom such notice, invoice, or communication is being given. All notices, invoices, or communications shall be addressed to a party at the address given below or such other address as may hereafter be designated by notice in writing.

If to MPO:

Randy Whitfield, Director
Palm Beach Metropolitan Planning Organization
160 Australian Avenue, Suite 201

West Palm Beach, FL 33406
Phone: (561) 684-4170
Fax: (561) 233-5664

If to SFRTA:

William L. Cross, P.E.
Manager of Planning & Capital Development
South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100
Pompano Beach, FL 33064

Section 31. **No Third Party Beneficiaries.** This Agreement is not intended to be a third-party beneficiary agreement, except as to Palm Beach County, and confers no rights on anyone other than the SFRTA, the MPO and Palm Beach County.

Section 32. **Repayment.** The SFRTA shall immediately repay the MPO for all unauthorized, impermissible, illegal or unlawful expenditures for which SFRTA was reimbursed, including those discovered after the expiration or termination of this Agreement. Nothing contained herein shall act as a limitation of the MPO's right to be repaid, as a waiver of any rights the MPO had, has or may have, or shall preclude the MPO from pursuing any other remedy, whether legal or equitable, which may be available to it.

Section 33. **Public Purpose and Lawful Use.** If, at any time, the MPO determines that the activities of SFRTA do not comply with the terms and conditions of this Agreement, do not comply with any state, federal, county or municipal law, regulation or rule, or that any of the funds provided hereunder were used to reimburse expenses that were not reimbursable under this Agreement, were improperly or unlawfully incurred, or did not constitute a valid public purpose, as determined in the reasonable discretion of the MPO, then the MPO's funding obligation under this Agreement shall immediately cease and the SFRTA shall immediately return all funds paid to it by the MPO.

IN WITNESS WHEREOF, SFRTA and MPO have hereunto set their hands the day and year above written.

ATTEST:

PALM BEACH METROPOLITAN
PLANNING ORGANIZATION

By: _____
Executive Secretary

By: _____
Chair

WITNESS:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____
Signature

By: _____
Chair

Approved as to Form and
Legal Sufficiency

Approved as to Terms
and Conditions

County Attorney

Executive Director, MPO

Exhibit A

South Florida Regional Transportation Authority **Draft SCOPE OF SERVICES** **Rapid Bus Service Implementation Study for the** **Central Palm Beach County Transportation Corridor** **(Palm Beach County, FL)** **10/17/05**

This scope includes professional planning services by Parsons Brinckerhoff Quade and Douglas, Inc., hereafter referred to as the CONSULTANT, necessary to support the advancement of South Florida Regional Transportation Authority's (SFRTA) efforts for the implementation of a Rapid Bus project within the Central Palm Beach County Transportation Corridor.

Introduction

This scope of services is to develop rapid bus service implementation plan within the Central Palm Beach County Transportation Corridor. The Central Palm Beach County Transportation Corridor extends from downtown West Palm Beach (including the Tri-Rail Station), between Okeechobee and Southern Boulevards, along US 441 and continuing on to the Mall at Wellington Green. Implementation feasibility will be based upon current and existing forecasted demographics (through the year 2030), land use, transit ridership, and traffic and infrastructure conditions of the Corridor. The recommended implementation approach will lead to the development of a service, capital, and operations plan with related costs and an identification of implementation steps.

Project Overview

The Central Palm Beach County Transportation Corridor study is a short-range project identified in the *South Florida Transit Analysis Study* prepared by the SFRTA in 2003 and identified as the Okeechobee Bus Rapid Transit project. The proposal for this corridor was to implement BRT service on 10-minute peak hour headways, with stops at approximately ½-mile intervals and 50 space park-and-ride lots at the western terminus and at the Southern Boulevard/US 441 intersection. The study area is defined as the L-shaped corridor connecting downtown West Palm Beach and the Mall at Wellington Green. A preliminary BRT route alignment has been defined along Okeechobee Boulevard and US 441 in this corridor, but will be evaluated along with other possible transit or transportation systems management (TSM) improvements as part of the work scope.

A section of Okeechobee Road from downtown West Palm Beach to a point west of US 441 has been identified in the Palm Beach Metropolitan Planning Organization's (MPO) *2030 Long-Range Transportation Plan* as a proposed Rapid Bus Transit Corridor. In addition, Palm Tran has this corridor listed as a Rapid Bus operation in the 2004-2008 Transit Development Plan.

Task 1: Project Management and Administration

This task covers the CONSULTANT'S overall project management requirement, progress reports, and reporting requirements with SFRTA staff (including the MPO's

staff) during the course of this study. The CONSULTANT will do the following:

1. Bi-weekly progress meetings will occur between the CONSULTANT and SFRTA staff throughout the project duration. These progress meetings may be conducted via teleconference. The CONSULTANT will attend one of these meetings monthly in SFRTA's offices, as per SFRTA's request.
2. Invoices will be submitted in accord with SFRTA requirements and format as set forth separately.
3. SFRTA will prescribe the standard format, and appearance for reports, documents and other written materials submitted by the CONSULTANT and will provide digital letterhead or other logos as required for use in this study within 21 days of the Notice to Proceed, or the CONSULTANT will use corporate standards.

Deliverables: Periodic progress reports; progress meeting minutes; and, invoices.

Task 2: Project Advisory Committee

SFRTA and the MPO, with assistance from the CONSULTANT, will identify and facilitate the appointment of individuals representing local municipalities, Palm Beach County Metropolitan Planning Organization (MPO), SFRTA, Palm Tran, Palm Tran Service Board, and the Florida Department of Transportation to the Central Corridor Advisory Committee (CCAC). The function of this group will be to review information and provide input on the type of rapid bus service application; the service alignment; and, the draft implementation plan. There will be up to three (3) meetings of the CCAC. These meetings will occur at specific project milestones which will be determined by the completion of project tasks as follows:

- Introductory Meeting – Discuss CCAC role, and present objective of project based upon the analysis of assembled data from Task 3 completion.
- Second Meeting – Presentation of rapid bus service options and estimated capital and operation and maintenance costs as developed from the completion of Tasks 4 and 5.
- Third Meeting – Review of initial draft report to include selected service implementation plan (Task 8).

This task is part of the larger public involvement effort that is being facilitated by the SFRTA and Palm Beach MPO.

The CONSULTANT will prepare agendas and handouts for these meetings as well as prepare sign-in sheets and record and transmit meeting minutes. A PowerPoint presentation will be prepared for each of these meetings to facilitate the presentation of information.

Task 3: Public and Stakeholder Outreach

The outreach effort will provide valuable input stakeholder participation for helping to determine the appropriate transit service plan and implementation approach for this

Corridor. The MPO will assist the CONSULTANT in holding public participation forums. All advertising, marketing, and announcing of public participation forums will be the responsibility of the MPO.

Three (3) separate public meetings will be held throughout the duration of the project at various locations within the corridor, with identical format and materials, to maximize opportunity for members of the public to participate. The introductory or “kick off” meeting will be held within the first four weeks of the project, to familiarize the public with the project scope, the study area, the potential need for the project, the proposed improvements and their potential costs and benefits. A second meeting will be held midway through the project and a final meeting will be conducted to finalize the implementation plan. A final meeting will be held detailing the final results of the study. The CONSULTANT will prepare a PowerPoint presentation and be responsible for the production of handout materials and sign-in sheets for the three (3) public meetings.

After the three traditional public meetings are held, the MPO will assist the CONSULTANT in scheduling two (2) smaller workshops for elected officials, government officials, municipal and county planners, and the general public to address the implementation of a rapid bus service improvement, route alignment, station locations, station infrastructure, and vehicles. The CONSULTANT will prepare a PowerPoint presentation, presentation boards, and handouts which will be the same for both workshop meetings.

Additional public and stakeholder involvement activities will be conducted by the CONSULTANT to ensure that input and support for the type of service implementation is gathered from community leaders that have a greater opportunity to influence and shape the process.

1. The CONSULTANT will accompany SFRTA, Palm Tran and/or MPO staff to conduct up to eight (8) interviews with local stakeholders (local leaders in government, business, social services, religion, the non-profit community and other areas).
2. The CONSULTANT will assist SFRTA, Palm Tran and/or MPO staff in conducting up to two (2) “inreach” meetings to discuss the type’s of feasible service implementation to gather information and support from among the Palm Beach County Commissioners and Palm Tran Service Board.
3. The CONSULTANT will provide two (2) major presentations to all of the following groups: the SFRTA Planning and Technical Advisory Committee (PTAC), the SFRTA Board, the MPO Technical Advisory Committee (TAC) and the MPO Board, to discuss the recommended service implementation plan. These meetings will be held near the end of the project to provide each board an opportunity to review the analysis and the recommendations, and will lead to the selection of a rapid bus service implementation plan from the Mall at Wellington Green to West Palm Beach on an east-west alignment of Okeechobee Boulevard, Belvedere Road or Southern Boulevard.

Coordination with Palm Beach County Engineering will occur when required to ensure proposed bus service improvements are consistent and compatible with roadway plans within the Palm Beach County Transportation Corridor from downtown West Palm Beach to US 441 and on to the Mall at Wellington.

This task will also provide a brief review and discussion of various institutional issues related to the implementation of a rapid bus preferred service plan.

Deliverable: A technical memorandum will be prepared as a chapter of a final report to document the data collected and analyzed in this task.

Task 4: Data Collection and Analysis

The Central Palm Beach County Transportation Corridor has been identified in the Palm Beach County MPO's LRTP and Palm Tran's 2004-2008 TDP as a corridor for the implementation of rapid bus. The development of a rapid bus implementation plan is to support the Palm Beach County planning documents as adopted.

The SFRTA, with assistance from the CONSULTANT, will establish a statement of need and the goal that the proposed project is meant to serve, and the CONSULTANT will examine the data inputs as listed to confirm and support the statement of need.

The CONSULTANT will obtain available data primarily from Palm Beach County Engineering, the Palm Beach MPO, and Palm Tran, with some potential information from the FDOT as well that pertains to the Central Palm Beach County Transportation Corridor. The mentioned agencies will need to provide the information within 21 days of NTP. The existing data to be reviewed for the study corridor as available will include:

- Recent Traffic counts (A separate expense is set aside for traffic counts at five locations, should they be unavailable from Palm Beach County or FDOT.);
- Basic roadway characteristics (lanes, speed limits, right-of-way, etc.);
- Planned transportation improvements and design plans for Okeechobee Boulevard, Belvedere Road, US 441, and Southern Boulevard;
- Existing (2005) and 2030 forecast on traffic Level of Service (LOS) analyses of major thoroughfares and jurisdictional issues on roadways.
- Roadway improvements programmed in the MPO's FY 2006 – 2010 Transportation Improvement Program ;
- Existing (2005) and 2030 forecast socio-economic, population demographic data from Palm Beach County;
- Existing (2005) and 2030 forecast land uses from Palm Beach County and neighboring municipalities, if necessary;
- Applicable existing (2005) Palm Tran ridership data (e.g., ons and offs, vehicle travel times etc.);
- Proposed Transit improvements within the corridor and on intersecting north/south corridors (TDP 2004-2008);
- MPO 2030 LRTP travel demand model results;
- Regional Transportation Organization study (2003) travel demand model results; and,
- MPO 2030 LRTP Update data.

The assembled data will be reviewed, analyzed, and summarized in a series of graphical illustrations with supporting narrative. The MPO will provide the CONSULTANT with a TAZ shape file, land use shape file, and TAZ data for 2000 and 2030 for the development of population, employment, and land use to facilitate the development GIS map illustrations. The intent of this step is to provide a basis for existing and future

service demand within the corridor to support the purpose and need.

The analysis of the above data will help determine the feasible type of bus service infrastructure, technology and operational improvements to be applied on an alignment within the Central Palm Beach County Transportation Corridor (Task 7).

The draft document will be reviewed by the CCAC and finalized to reflect the committee's input.

Deliverable: A draft working paper that analyzes collected data which also presents the purpose and need for the implementation of rapid bus service.

Task 5: Rapid Bus Service Improvement Options

This task entails the identification of rapid bus service improvement system elements, including a comparison of their costs and ridership potential. The specific elements to be compared are the service plan, technology systems, vehicles, fare collection, and station locations on each of the three proposed alignments (Okeechobee Boulevard, Belvedere Road, US 441, and Southern Boulevard). For each of the elements, structural and service variables will be identified and described. Descriptions of three levels of rapid bus service improvements will be developed to determine a specific implementation option. A presentation of three levels of rapid bus service will include the following:

Tier I

Capital Improvements

- Bus vehicle ride and aesthetic features that distinguishes rapid bus service from existing fixed route service; and
- Improved shelter and signage at station stops and other station amenities.

Operational Improvements

- Decrease travel time;
- Shared travel lanes with preferential treatment i.e., signal preemption; and
- Implement pavement markings that designate bus only lane for peak travel periods.

Tier II

Capital Improvements

- Designated travel lanes or dedicated exclusive travel lane;
- Queue jumper lane;
- Passenger information systems, e.g., "next bus" technology, electronic variable message boards;
- Transfer facilities; and
- Improve fare collection system.

Operational Improvements

- Decrease travel time through skip-stop service;
- Operate in "bus only" lane during peak travel periods;
- Install fare collection kiosks at stations to reduce dwell time;
- Coordinate opportunities for land use and joint development around station locations.

Tier III

Capital Improvements

- Exclusive right-of-way – barrier separated;
- Articulated vehicles with advanced accessibility and information systems;
- Alternative propulsion technology – compressed natural gas (CNG), hybrid, electric-propulsion, etc;
- Enhanced loading features e.g., optical guidance;
- Enhanced ADA compliance
- Station area land use and joint development opportunities.

Operational Improvements

- Service coordination with other transit modes e.g., universal fare card;
- Integration of right-of-way with community design and station areas; and
- Full amenity stations e.g., fare collection, “next bus signs” route maps, benches, shelter, full pedestrian access.

The CONSULTANT will prepare a technical working paper that presents the specific bus service infrastructure and technology options for implementation within the project corridor. This draft will be reviewed by the CCAC and proposed service elements will be documented.

Deliverable: A draft working paper that presents various short-term capital and operational improvements for implementation within the Central Palm Beach Transportation Corridor.

Task 6: Development of Capital and Operating and Maintenance Cost Estimates

The CONSULTANT will develop capital cost estimates at a conceptual level of detail in constant year 2005 dollars for each of the service improvement options (Tier I to Tier III). The capital cost estimates for the type of service improvement implemented within the Central Palm Beach Transportation Corridor will not include values of real estate and relocation costs if it is determined that either a full take or a partial take is required. Representative costs for station infrastructure, exclusive travel lanes, traffic control systems (e.g., signal pre-emption) guideway and buses will be based on unit costs from available industry examples. The need for additional buses to operate the rapid bus service will also be assessed based upon an evaluation of existing rolling stock and proposed service frequency improvements.

The capital cost plan will include estimated preliminary costs for the initial implementation components identified in Task 5. The CONSULTANT will develop a basic implementation schedule and a phasing approach.

The CONSULTANT will prepare annual operating and maintenance (O&M) cost estimates in constant year 2005 dollars. The O&M cost estimates will be calculated on the basis of service frequency, service span, distance and assumed average speed.

Existing operating costs reported by Palm Tran will be used as a baseline for the validation of calculated O&M estimates.

The CONSULTANT will provide a discussion to identify potential funding sources for implementation of the improved service.

Deliverable: Prepare capital and O&M costs estimates for the implementation of Rapid Bus within the Central Palm Beach Transportation Corridor.

Task 7: Service Implementation Plan

The CONSULTANT will assist the SFRTA in the development of a short-term (two-to-three year timeframe) rapid bus service implementation plan. The prescription of operational and capital improvements as per the selected service option (Tier I, Tier II or Tier III) and east-west alignment will be based upon the following set of evaluation criteria and from existing and forecasted data from Task 4:

- Existing and forecasted Population density
- Transit use on existing services
- Existing and forecasted Land use development
- Existing and forecasted Employment density
- Projected transit improvements within the corridor as provided by the MPO
- Recommendations Transit improvements from the Palm Beach County LRTP, TDP, and SFRTA South Florida Transit Analysis Report
- MPO travel demand data
- Operating and capital costs
- Relative potential environmental, community, economic and social disruption, described qualitatively and at a conceptual level based on discussions between the consultants and SFRTA.

The alignment and level of service frequencies for implementation will be recommended based upon existing MPO travel demand data and estimated ridership results from Task 4. No travel demand forecasting is to be performed by the CONSULTANT in this scope of services. Ridership estimates for this corridor will rely on the MPO's existing forecast model. The MPO will be requested to generate ridership estimates from their existing model to enable an evaluation of rapid bus alignments. The CONSULTANT will provide the MPO with operating characteristics and service frequencies to test up to three (3) east-west route alignments – Okeechobee Blvd., Belvedere Rd., and Southern Blvd. with the same terminus points.

Likewise, the Consultants will perform no environmental or community impacts analysis. Discussion of the potential for environmental, economic or social disruptions will be limited to a windshield survey to identify potential impacts in each corridor and discussions with SFRTA staff. Environmental impact analysis to meet any local, state or Federal funding requirements, if any, will be performed in a later phase of development.

Based upon these results the CONSULTANT will assist the SFRTA in determining the appropriate alignment and level of service frequency for the proposed rapid bus service.

Deliverable: Service implementation plan for a rapid bus alignment within the Central

Palm Beach County Transportation Corridor.

Task 8: Light Rail Transit Phasing Plan

The CONSULTANT will prepare a memorandum on the implementation feasibility for a Light Rail Transit (LRT) alignment within the Central Palm Beach County Transportation Corridor. The phasing of LRT operations would occur on the same alignment as the recommended rapid bus service. The technical memorandum will examine the necessary land-use conditions, level of travel demand, operational requirements and financial commitments that are in accordance with the Federal Transit Administration Section 5309 New Starts criteria requirements. The CONSULTANT will provide examples of LRT projects built over the last 10 years in the United States to further demonstrate the type of land use, ridership, and financial conditions necessary to warrant the implementation of LRT service.

Deliverable: Technical memorandum LRT Phasing Plan requirements.

Task 9: Final Study Report

This task entails the compilation of the preceding working papers into a final report.

The CONSULTANT will prepare a DRAFT and FINAL version of the report for the SFRTA. The report will include each of the deliverables identified in the aforementioned tasks as appropriate. The report will also include an Executive Summary and a Technical Appendix. The CONSULTANT will submit ten (10) copies of the DRAFT and thirty (30) FINAL submissions. Reports may be developed on CD-ROM if desired by the client.

Deliverables: Draft final report (10 copies) and final report (30 copies).

The following are general requirements for the performance of the Scope of Services:

1. Meetings: If necessary, the CONSULTANT shall attend meetings at the request of SFRTA's Project Manager, as necessary for the successful administration, management, and technical execution of the Scope of Services. SFRTA's Project Manager and the CONSULTANT's Project Manager shall determine the agenda for each meeting jointly, with input from the MPO.
2. Agendas: - The CONSULTANT shall prepare and distribute an agenda for each meeting. The agenda shall be distributed at least three (3) working days prior to the meeting, whenever possible. The CONSULTANT shall be responsible for keeping

and distributing minutes of meetings for which they develop the agenda. Minutes of progress meetings and other meetings shall be distributed within two (2) working days after the meetings. Meetings will be planned to last one (1) hour.

3. Monthly Progress Reports: The progress report shall briefly address work completed during the period; work in-progress; work to be accomplished; problems encountered and proposed solutions to the problems; schedule and budget adherence; and Disadvantaged Business Enterprise participation as required by SFRTA. The progress report shall include forecast and actual milestones. An updated schedule shall be submitted with the report. The report shall be in a format prescribed by SFRTA within 10-days of the Notice to Proceed, or thereafter, by the CONSULTANT in a standard industry format. Progress reports will be submitted electronically by COB of their due date.
4. Monthly Progress Payment Invoices: The CONSULTANT shall prepare monthly invoices for the professional services and expenses provided to SFRTA. Invoices shall be submitted in a format prescribed by SFRTA, with supporting documentation. The invoice shall include a summary of the proposed hours and costs, the current period's hours and costs, and the hours and costs to-date. The hours and costs shall be identified for each discipline and personnel classification. The invoices shall be submitted directly to the SFRTA's Accounting Department.
5. The CONSULTANT's monthly reports and invoices shall be submitted together to the degree possible. In all cases, a monthly progress report will precede or be submitted with an invoice for payment.
6. Software: The CONSULTANT shall produce correspondence and documents using Microsoft Office, Version 2002 i.e., Word Version 2002, Excel Version 2002, and PowerPoint Version 2002, unless otherwise directed or approved by SFRTA.
7. A copy of each agenda and all minutes, monthly progress reports and monthly progress payment reports prepared by the CONSULTANT shall be submitted to the MPO at the same time such documents are transmitted to the SFRTA.

SCHEDULE OF MILESTONES and TIME FOR COMPLETION

A draft final report will be completed and delivered to the SFRTA within 300 – days (10-months) of the Notice to Proceed (NTP).

MISCELLANEOUS AND OUT-OF-POCKET EXPENSES

Work Order No. 02

Agreement No. 04-616(A)

Transit Service Implementation Plan for the Central Palm Beach County Transportation Corridor Study

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXPENSE
MATERIALS				
Plotter Mylar 24" x 36"	0	Sheet	\$ 5.00	\$ -
Plotter Vellum/Bond 24" x 36"	30	Sheet	\$ 3.00	\$ 90.00
Plotter Bond (Color) 24" x 36"	30	Sheet	\$ 10.00	\$ 300.00
Plotter Bond (Color) Oversized	0	Sheet	\$ 20.00	\$ -
REPRODUCTIONS				
Bluelines/Blacklines (24"x 36")	0	Each	\$ 0.42	\$ -
Xerox (8½"x 11")				
Correspondence, etc.	2,000	Each	\$ 0.04	\$ 80.00
Reports	6,000	Each	\$ 0.04	\$ 240.00
Misc	4,000	Each	\$ 0.04	\$ 160.00
Xerox (11"x 17")				
Plans	100	Each	\$ 0.20	\$ 20.00
Reports	800	Each	\$ 0.20	\$ 160.00
Misc	250	Each	\$ 0.20	\$ 50.00
Color Xerox (8½"x 11")	5,000	Each	\$ 0.79	\$ 3,950.00
Color Xerox (11"x 17")	500	Each	\$ 1.58	\$ 790.00
SUB TOTAL				\$ 5,840.00
MISCELLANEOUS				\$ 1,800.00
TRAVEL				
Airfare (to/from FT. LAUDERDALE)	6	Trips	\$ 400.00	\$ 2,400.00
Hotel	30	Days	\$ 100.00	\$ 3,000.00
Per Diem	30	Days	\$ 40.00	\$ 1,200.00
Rental Car & Local Travel	30	Days	\$ 35.00	\$ 1,050.00
MILEAGE & TOLLS	7,100	Miles	\$ 0.41	\$ 2,875.50
SUB TOTAL				\$ 10,525.50
TELEPHONE -- Long Distance	5,000	Minutes	\$ 0.11	\$ 550.00
POSTAGE -- U.S. Mail				
Up to 1 Ounce	20	Each	\$ 0.37	\$ 7.40
1 Ounce to 11 Ounces (after 1st oz)	20	Each	\$ 0.21	\$ 4.20
11 Ounces to 2 Pounds	20	Each	\$ 3.50	\$ 70.00
POSTAGE -- Fedex				
Up to 1/2 Pound (Standard Overnight)	10	Each Pckg.	\$ 12.00	\$ 120.00
Up to 1/2 Pound (Priority Overnight)	10	Each Pckg.	\$ 14.00	\$ 140.00
Up to 1 Pound (Standard Overnight)	10	Each Pckg.	\$ 15.00	\$ 150.00
Up to 1 Pound (Priority Overnight)	10	Each Pckg.	\$ 17.00	\$ 170.00
Up to 2 Pounds (Standard Overnight)	0	Each Pckg.	\$ 16.00	\$ -
Up to 2 Pounds (Priority Overnight)	0	Each Pckg.	\$ 18.50	\$ -
COURIER	0	1-Way Trip	\$ 11.00	\$ -
SUB TOTAL				\$ 661.60
TOTAL EXPENSES =				\$ 19,377.10

SFRTA/Tri-Rail General Planning Consultant

Work Order No. 02

Agreement No. 04-616(A)

Transit Service Implementation Plan for the Central Palm Beach County Transportation Corridor
Consultant's Fee Proposal Worksheet

Task Description	Direct Costs Printing/Repro	Mailings	Travel	Telephone	Misc.	TOTAL
1. PROJECT MANAGEMENT & ADMINISTRATION	\$ 146.00	\$264.64	\$526.28	\$61.11	\$200.00	\$ 1,198.03
2. PROJECT ADVISORY COMMITTEE	\$ 292.00		\$1,052.55	\$61.11	\$200.00	\$ 1,605.66
3. STAKEHOLDER OUTREACH	\$ 584.00		\$1,052.55	\$61.11	\$200.00	\$ 1,897.66
4. DATA COLLECTION AND ASSESSMENT	\$ 292.00		\$526.28	\$61.11	\$200.00	\$ 1,079.39
5. RAPID BUS SERVICE IMPROVEMENTS	\$ 584.00		\$1,052.55	\$61.11	\$200.00	\$ 1,897.66
6. DEVELOP CAPITAL AND O&M COSTS	\$ 438.00		\$2,105.10	\$61.11	\$200.00	\$ 2,804.21
7. SERVICE IMPLEMENTATION PLAN	\$ 584.00		\$2,105.10	\$61.11	\$200.00	\$ 2,950.21
8. LRT PHASING	\$ 292.00		\$1,578.83	\$61.11	\$200.00	\$ 2,131.94
9. FINAL STUDY REPORT	\$ 2,628.00	\$396.96	\$526.28	\$61.11	\$200.00	\$ 3,812.35
Total	5,840.00	661.60	10,525.50	550.00	1,800.00	
					TOTAL	\$ 19,377.10

SFRTA/Tri-Rail General Planning Consultant

Work Order No. 02

Agreement No. 04-616(A)

Transit Service Implementation Plan for the Central Palm Beach County Transportation Corridor Study

Consultant's Fee Proposal Worksheet

PBQD, INC.

\$230,839																											
Discipline / Employee Classification	Firm	Average Hourly Rate	Multi.	Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		Task 6A		Task 7		Task 8		Task 9		FEE TOTALS			
				Project Management & Administration		Project Advisory Committee		Stakeholder Outreach		Data Collection and Analysis		LRT Feasibility		Rapid Bus Service Alternatives		Ridership Estimates		Capital and O&M Cost Estimates		Service Implementation Plan		Final Study Report					
				Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost		
Project Management																											
Project Manager	PBQD	\$18.27	2.83	79	\$4,085	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	79	\$4,085				
Project Manager	PBQD	\$45.00	2.77	40	\$4,500	32	\$3,989	48	\$5,983	0	\$0	8	\$967	40	\$4,500	80	\$9,972	16	\$1,994	32	\$3,989	24	\$2,992	320	\$39,688		
Sub-Total				119	\$9,871	32	\$3,988	48	\$5,983	0	\$0	8	\$967	40	\$4,500	80	\$9,972	16	\$1,994	32	\$3,989	24	\$2,992	399	\$43,973		
Support Staff																											
Senior Engineer	PBQD	\$48.50	2.85		\$0	0	\$0	0	\$0		\$0	1 Week Session 1		1 Week Session 1		1 Week Session 1		1 Week Session 1									
Senior Transportation Planner	PBQD	\$39.90	2.83	16	\$1,807	40	\$4,517	40	\$4,517	8	\$903	16	\$1,807	24	\$2,710	80	\$9,033	16	\$1,807	32	\$3,613	16	\$1,807	288	\$32,520		
Senior Engineer	PBQD	\$42.53	2.95		\$0	32	\$4,012	80	\$10,030	16	\$2,006	48	\$6,018	80	\$10,030	40	\$5,015	48	\$6,018	84	\$10,532	24	\$3,009	452	\$56,671		
Transportation Planner	PBQD	\$26.80	2.77	32	\$2,376	104	\$7,721	136	\$10,006	40	\$2,968	40	\$2,968	56	\$4,152	64	\$4,751	24	\$1,782	64	\$4,751	120	\$9,900	680	\$50,480		
CADD Operator/Technical Draft Person	PBQD	\$21.73	2.77		\$0	60	\$3,012	120	\$7,223	40	\$2,408	16	\$963	8	\$482	0	\$0	0	\$0	24	\$1,445	80	\$3,812	328	\$19,743		
			2.79		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0		
			2.79		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0		
			2.79		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0		
Sub-Total				48	4,182	236	18,601	376	31,866	104	8,287	144	115,188	192	20,811	264	30,238	104	111,894	228	273,772	244	229,787	1,948	188,866		
LABOR FEE SUB-TOTALS						167	\$13,253	268	\$23,850	424	\$37,849	104	\$9,287	162	\$16,185	232	\$25,797	344	\$40,210	120	\$13,889	260	\$27,761	268	\$23,769	2,339	\$230,839
Expenses																											
Travel, Phone, Printing/Reproduction	PBQD	—	1.00	—	\$1,188	—	\$1,896	—	\$1,898	—	\$1,079	—	\$2,132	—	\$1,898	—	\$0	—	\$2,804	—	\$2,950	—	\$3,812	—	\$19,377		
Sub-Total			1.00	—	\$1,188	—	\$1,896	—	\$1,898	—	\$1,079	—	\$2,132	—	\$1,898	—	\$0	—	\$2,804	—	\$2,950	—	\$3,812	—	\$19,377		
FEE TOTALS						167	\$14,441	268	\$25,745	424	\$39,747	104	\$9,366	152	\$18,318	232	\$27,694	344	\$40,210	120	\$16,693	260	\$30,711	268	\$27,571	2,339	\$250,216

Criteria	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 6A	Task 7	Task 8	Task 9	TOTALS
Task Labor Fee / Total Fee	7.1%	11.5%	18.1%	4.4%	6.5%	9.9%	14.7%	5.1%	11.1%	11.5%	100.0%
Task Management Hours / Total Labor Hours	5.3%	9.5%	15.1%	3.3%	6.5%	10.3%	16.1%	5.6%	11.1%	9.5%	92.3%
Task Management Fee / Total Fee	71.3%	11.8%	11.3%	0.0%	5.3%	17.2%	23.3%	13.3%	12.3%	9.0%	17.1%
Task Expenses / Total Expenses	62.8%	15.7%	15.1%	0.0%	5.4%	18.0%	24.8%	11.8%	13.0%	10.9%	17.6%
Task Expenses / Total Fee	6.2%	8.3%	9.8%	5.6%	11.0%	9.8%	0.0%	14.5%	15.2%	19.7%	100.0%
Weighted Average Multiplier	0.5%	0.6%	0.8%	0.4%	0.9%	0.8%	0.0%	1.1%	1.2%	1.5%	7.7%
Weighted Average Hourly Rate	2.80	2.82	2.818	2.830	2.839	2.839	2.853	2.853	2.839	2.839	2.838
Weighted Average Hourly Multiplied Rate	\$28	\$32	\$32	\$28	\$38	\$39	\$41	\$41	\$38	\$31	\$34.77
Weighted Average Hourly Multiplied Rate	\$79	\$89	\$89	\$80	\$100	\$111	\$117	\$116	\$107	\$89	\$98.69

DBE Subconsultants (GPC Contractual Requirement)
(a) 14%

Fee Subtotal = \$215,186

FEE TOTAL \$250,216

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: MAY 26, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

JOINT PARTICIPATION AGREEMENTS
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR STATION IMPROVEMENTS

REQUESTED ACTION:

MOTION TO APPROVE: Joint Participation Agreements (JPA) between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for state funds to assist with the financing of various station improvements, in the amount of \$300,000.

SUMMARY EXPLANATION AND BACKGROUND:

In March 2005, FDOT announced the availability of state grant funds for Service Development, Park & Ride, Intermodal and Transit Corridor Projects. Priority was given to regional projects that were “ready to go”, meaning that they could be initiated within 6 months from execution or implemented with 18 months from execution.

SFRTA submitted a proposal to FDOT in an effort to secure funds from the Intermodal Grant Program to assist with the financing of improvements to SFRTA’s Mangonia Park, West Palm Beach, Boynton Beach, Delray Beach and Boca Raton Stations. SFRTA was notified by FDOT that its proposal was successful and FDOT would award SFRTA \$300,000 towards the costs of the improvements at the five stations.

(Continued on page 2)

Department: Planning & Capital Development
Project Manager: Edward Byers

Department Director: Jack Stephens
Procurement Director: Chris Bross

FISCAL IMPACT: The JPA funds of \$200,000 are currently available and will be included in SFRTA’s Fiscal Year 2005-06 Capital Budget. The \$100,000 will be available on July 1, 2006 and will be included in SFRTA’s Fiscal Year 2006-07 Capital Budget.

EXHIBITS ATTACHED: [Exhibit 1 - Joint Participation Agreement for \\$100,000](#)
 [Exhibit 2 –Joint Participation Agreement for \\$200,000](#)

JOINT PARTICIPATION AGREEMENTS
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR STATION IMPROVEMENTS

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The improvements to SFRTA's Mangonia Park, West Palm Beach, Boynton Beach, Delray Beach and the Boca Raton Stations will include installation of bicycle racks and bus bays at the Mangonia Park Station, lighting improvements at the West Palm Beach Station, installation of bicycle racks at the Boynton Beach Station, improvements to bus bays (passenger facility) at the Delray Beach Station and installation of bicycle racks and benches at the Boca Raton Station. The improvements are intended to improve, enhance and facilitate the intermodal and multimodal movement of passengers.

Staff is requesting Board approval of the Joint Participation Agreements (Exhibit 1 & 2) between SFRTA and FDOT to secure \$100,000 and \$200,000 for a total of \$300,000 to assist with the financing of various station improvements.

JOINT PARTICIPATION AGREEMENTS
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR STATION IMPROVEMENTS

Recommended by: [Signature] 5/17/06 Date
Department Director
Approved by: [Signature] 5/17/06 Date
Procurement Director
Authorized by: [Signature] 5/17/06 Date
Executive Director
Approved as to Form by: _____ Date
General Counsel

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

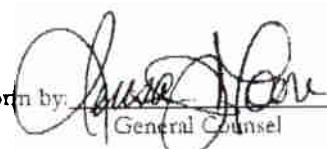
Commissioner James A. Scott _____ Yes _____ No

JOINT PARTICIPATION AGREEMENTS
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR STATION IMPROVEMENTS

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  5/15/06
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
PUBLIC TRANSPORTATION
01/06
Page 1 of 11

Financial Project No.: <u>42054619401</u> <small>(item-segment-phase-sequence)</small> Contract No.: _____ Catalog of Federal Domestic Assistance Number: _____	Fund: <u>DS</u> Function: <u>639</u> Federal No.: _____ DUNS No.: _____ Catalog of State Financial Assistance Number: <u>55014</u>	FLAIR Approp.: <u>088809</u> FLAIR Obj.: <u>750098</u> Org. Code: <u>55042010429</u> Vendor No.: <u>VF650002789001</u>
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THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100, Pompano Beach, FL 33064
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before June 1, 2007 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341
Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide funding for intermodal access improvements at Tri-Rail stations.

and as further described in Exhibit(s) A,B,C,D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is \$ 100,000. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 100,000 not to exceed 100 % of the total project cost as detailed in Exhibit "B".

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ☐ is ☒ is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District 4 _____ Public Transportation Office 3400 West Commercial Boulevard, Fort Laud. , FL, 33309-3421 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Section 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;
or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs.

8.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

12.32 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

12.40 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project, in which any member, officer, or employee of the Agency during his tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department, may waive the prohibition contained in this subsection: Provided, that any such present member, officer or employee shall not participate in any action by the Agency relating to such contract, subcontract, or arrangement. The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Agency during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

13.70 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt of the Agreement.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before June 1, 2007. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Financial Project No. 42054619401

Contract No. _____

Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

AGENCY NAME

See attached Encumbrance Form for date of Funding
Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

DEPARTMENT OF TRANSPORTATION

TITLE

District Director of Transportation Development

TITLE

FM NO. 420546-1-94-01

CONTRACT NO. _____

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority dated _____.

PROJECT LOCATION:

Palm Beach County, Florida

PROJECT DESCRIPTION:

The purpose of this Agreement is to provide funding for intermodal access improvements at Tri-Rail stations.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department has 10 working days to review invoices after receipt of invoice package and corresponding progress report.

FM NO. 420546-1-94-01
CONTRACT NO. _____
AGREEMENT DATE _____

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority, dated _____.

I. TOTAL PROJECT COST: \$ 100,000.00

II. PARTICIPATION:

Agency Participation

In-Kind	(0 %)	\$
Cash	(0 %) or	\$ 0
Other	(0 %)	\$

Maximum Department Participation**

Primary

(DS)(DL)(DDR) (DIM)(PORT)(SIS)(GMR)	(100 %)	or	\$ 100,000.00
Federal Reimbursable (DU)(CM)(DFTA)	(%)	or	\$
Local Reimbursable (DL)	(%)	or	\$

TOTAL PROJECT COST: **\$ 100,000.00**

FM NO. 420546-1-94-01
CONTRACT NO. _____

EXHIBIT "C"

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority, dated: _____.

Reference statues as applicable. Chapter 201.15

DOCUMENTS REQUIRED TO BE SUBMITTED TO THE DEPARTMENT BY THE AGENCY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT:

1. All proposals, plans, specifications, and 3rd party contracts covering the project for Departmental approval.
2. Copies of all correspondence related to this project.
3. Audit Reports as described in Section 7.60 of this JPA.
4. **Quarterly Progress Reports provided within thirty (30) days of the end of the quarter.**
5. Three (3) original Invoice Summaries and backup information must be submitted to the District Office when requesting payment.

EXHIBIT D
PROJECT AUDIT REQUIREMENTS

The administration of resources awarded by the Department to the South Florida Regional Transportation Authority may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to South Florida Regional Transportation Authority regarding such audit. South Florida Regional Transportation Authority further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Fin. Proj. No.: 420546-1-94-01
Contract No.: _____
Agreement Date: _____

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

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PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

Fin. Proj. No.: 420546-1-94-01
Contract No.: _____
Agreement Date: _____

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

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EXHIBIT – 1

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
Florida Department of Transportation	55014	\$100,000

Objectives

1. To provide for major capital investments in fixed-guideway transportation systems, access to seaports, airports, and other transportation terminals, providing for the construction of intermodal or multimodal terminals; and to otherwise facilitate the intermodal or multimodal movement of people and goods.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
 PUBLIC TRANSPORTATION
 01/06
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Financial Project No.: <u>42058019401</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DS, DDR</u> Function: <u>639</u> Federal No.: _____ DUNS No.: _____	FLAIR Approp.: <u>088809</u> FLAIR Obj.: <u>750098</u> Org. Code: <u>55042010429</u> Vendor No.: <u>VF650002789001</u>
Contract No.: _____		Catalog of Federal Domestic Assistance Number: _____ Catalog of State Financial Assistance Number: <u>55014</u>

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100, Pompano Beach, FL 33064
 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before June 1, 2007 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341

Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide funding for intermodal-passenger amenities at Tri-Rail stations.

and as further described in Exhibit(s) A,B,C,D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is \$ 200,000. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 200,000 not to exceed 100 % of the total project cost as detailed in Exhibit "B".

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ☐ is ☒ is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District 4 _____ Public Transportation Office 3400 West Commercial Boulevard, Fort Laud. , FL, 33309-3421 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Section 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if.

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;
or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs.

8.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

12.32 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

12.40 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project, in which any member, officer, or employee of the Agency during his tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department, may waive the prohibition contained in this subsection: Provided, that any such present member, officer or employee shall not participate in any action by the Agency relating to such contract, subcontract, or arrangement. The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Agency during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

13.70 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt of the Agreement.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before June 1, 2007. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Financial Project No. 42058019401
Contract No. _____
Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

AGENCY NAME

See attached Encumbrance Form for date of Funding
Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

DEPARTMENT OF TRANSPORTATION

TITLE

District Director of Transportation Development

TITLE

FM NO. 420580-1-94-01

CONTRACT NO. _____

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority dated _____.

PROJECT LOCATION:

Palm Beach County, Florida

PROJECT DESCRIPTION:

The purpose of this Agreement is to provide funding for intermodal-passenger amenities at Tri-Rail stations.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department has 10 working days to review invoices after receipt of invoice package and corresponding progress report.

FM NO. 420580-1-94-01
CONTRACT NO. _____
AGREEMENT DATE _____

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority, dated _____.

I. TOTAL PROJECT COST: \$ 200,000.00

II. PARTICIPATION:

Agency Participation

In-Kind	(0 %)	\$
Cash	(0 %) or	\$ 0
Other	(0 %)	\$

Maximum Department Participation**

Primary

(DS)(DL)(DDR) (DIM)(PORT)(SIS)(GMR)	(100 %)	or	\$ 200,000.00
Federal Reimbursable (DU)(CM)(DFTA)	(%)	or	\$
Local Reimbursable (DL)	(%)	or	\$

TOTAL PROJECT COST: **\$ 200,000.00**

FM NO. 420580-1-94-01
CONTRACT NO. _____

EXHIBIT "C"

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority, dated: _____.

Reference statutes as applicable. Chapter 201.15

DOCUMENTS REQUIRED TO BE SUBMITTED TO THE DEPARTMENT BY THE AGENCY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT:

1. All proposals, plans, specifications, and 3rd party contracts covering the project for Departmental approval.
2. Copies of all correspondence related to this project.
3. Audit Reports as described in Section 7.60 of this JPA.
4. **Quarterly Progress Reports provided within thirty (30) days of the end of the quarter.**
5. Three (3) original Invoice Summaries and backup information must be submitted to the District Office when requesting payment.

Fin. Proj. No.: 420580-1-94-01

Contract No.: _____

Agreement Date: _____

EXHIBIT D PROJECT AUDIT REQUIREMENTS

The administration of resources awarded by the Department to the South Florida Regional Transportation Authority may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to South Florida Regional Transportation Authority regarding such audit. South Florida Regional Transportation Authority further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

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Contract No.: _____

Agreement Date: _____

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

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Agreement Date: _____

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

Fin. Proj. No.: 420580-1-94-01
Contract No.: _____
Agreement Date: _____

EXHIBIT – 1

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
Florida Department of Transportation	55014	\$200,000

Objectives

1. To provide for major capital investments in fixed-guideway transportation systems, access to seaports, airports, and other transportation terminals, providing for the construction of intermodal or multimodal terminals; and to otherwise facilitate the intermodal or multimodal movement of people and goods.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: MAY 26, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

JOINT PARTICIPATION AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR INTERMODAL FACILITY IMPROVEMENTS

REQUESTED ACTION:

MOTION TO APPROVE: Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for state funds to assist with the financing of intermodal facility improvements, in the amount of \$28,000.

SUMMARY EXPLANATION AND BACKGROUND:

In March 2005, FDOT announced the availability of state grant funds for Service Development, Park & Ride, Intermodal and Transit Corridor Projects. Priority was given to regional projects that were “ready to go”, meaning that they could be initiated within 6 months from execution or implemented with 18 months from execution.

SFRTA submitted a proposal to FDOT in an effort to secure funds from the Intermodal Grant Program to assist with the financing of improvements to SFRTA’s West Palm Beach and Ft. Lauderdale Airport Stations. On November 18, 2005, SFRTA was notified by FDOT that its proposal was successful and FDOT would award SFRTA \$28,000 towards the costs of the improvements of the two stations.

(Continued on page 2)

Department: Planning & Capital Development
Project Manager: Edward Byers

Department Director: Jack Stephens
Procurement Director: Chris Bross

FISCAL IMPACT: The JPA funds will be available on July 1, 2006 and will be included in SFRTA’s Fiscal Year 2006-07 Capital Budget.

EXHIBITS ATTACHED: [Exhibit 1 - Joint Participation Agreement](#)

JOINT PARTICIPATION AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR INTERMODAL FACILITY IMPROVEMENTS

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The goal of this project is to provide enhancements to passenger amenities and passenger access which will increase intermodal connections between SFRTA's Tri-Rail Commuter Service and Palm Beach and Ft. Lauderdale International Airports. The funds provided by this JPA will be used towards pedestrian route improvements and signage.

Staff is requesting Board approval of the Joint Participation Agreement (Exhibit 1) between SFRTA and FDOT to secure \$28,000 to assist with the financing of intermodal facility improvements.

JOINT PARTICIPATION AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR INTERMODAL FACILITY IMPROVEMENTS

Recommended by: [Signature] 5/17/06 Date
Department Director
Approved by: [Signature] 5/17/06 Date
Procurement Director
Authorized by: [Signature] 5/17/06 Date
Executive Director
Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

JOINT PARTICIPATION AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR INTERMODAL FACILITY IMPROVEMENTS

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by: *[Signature]* 5/15/06
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro Yes No

James A. Cummings Yes No

Marie Horenburger Yes No

Neisen Kasdin Yes No

Bill T. Smith Yes No

Commissioner Jeff Koons Yes No

John Martinez Yes No

George A. Morgan, Jr. Yes No

Commissioner James A. Scott Yes No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
 PUBLIC TRANSPORTATION
 01/06
 Page 1 of 11

Financial Project No.: <u>42054719401</u> (Item-segment-phase-sequence)	Fund: <u>DS</u> Function: <u>639</u> Federal No.: _____ DUNS No.: _____	FLAIR Approp.: <u>088809</u> FLAIR Obj.: <u>750098</u> Org. Code: <u>55042010429</u> Vendor No.: <u>VF650002789001</u>
Contract No.: _____		Catalog of Federal Domestic Assistance Number: _____ Catalog of State Financial Assistance Number: <u>55014</u>

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100, Pompano Beach, FL 33064
 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before 8/31/2007 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341
 Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide funding for intermodal facility improvements (signage and pedestrian route improvements) to SFRTA's West Pam Beach and Ft. Lauderdale Airport Stations.

and as further described in Exhibit(s) A,B,C,D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is \$ 28,000. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 28,000 not to exceed 100 % of the total project cost as detailed in Exhibit "B".

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ☐ is ☒ is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District 4 _____ Public Transportation Office 3400 West Commercial Boulevard, Ft. Laud. , FL, 33309-3421 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Section 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;
or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs.

8.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

12.32 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

12.40 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project, in which any member, officer, or employee of the Agency during his tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department, may waive the prohibition contained in this subsection: Provided, that any such present member, officer or employee shall not participate in any action by the Agency relating to such contract, subcontract, or arrangement. The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Agency during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

13.70 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt of the Agreement.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before 8/31/2007. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Financial Project No. 42054719401

Contract No. _____

Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

AGENCY NAME

See attached Encumbrance Form for date of Funding
Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

DEPARTMENT OF TRANSPORTATION

TITLE

District Director of Transportation Development
TITLE

FM NO. 420547-1-94-01

CONTRACT NO. _____

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority dated _____.

PROJECT LOCATION:

Broward County and Palm Beach County, Florida

PROJECT DESCRIPTION:

The purpose of this Agreement is to provide funding for intermodal facility improvements (signage and pedestrian route improvements) to SFRTA's West Palm Beach and Ft. Lauderdale Airport stations.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department has 10 working days to review invoices after receipt of invoice package and corresponding progress report.

FM NO. 420547-1-94-01
CONTRACT NO. _____
AGREEMENT DATE _____

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority, dated _____.

I. TOTAL PROJECT COST: \$ 28,000.00

II. PARTICIPATION:

Agency Participation

In-Kind	(0 %)	\$
Cash	(0 %) or	\$ 0
Other	(0 %)	\$

Maximum Department Participation**

Primary

(DS)(DL)(DDR) (DIM)(PORT)(SIS)(GMR)	(100 %)	or	\$ 28,000.00
Federal Reimbursable (DU)(CM)(DFTA)	(%)	or	\$
Local Reimbursable (DL)	(%)	or	\$

TOTAL PROJECT COST: **\$ 28,000.00**

FM NO. 420547-1-94-01
CONTRACT NO. _____

EXHIBIT "C"

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority, dated: _____.

Reference statues as applicable. Chapter 201.15

DOCUMENTS REQUIRED TO BE SUBMITTED TO THE DEPARTMENT BY THE AGENCY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT:

1. All proposals, plans, specifications, and 3rd party contracts covering the project for Departmental approval.
2. Copies of all correspondence related to this project.
3. Audit Reports as described in Section 7.60 of this JPA.
4. **Quarterly Progress Reports provided within thirty (30) days of the end of the quarter.**
5. Three (3) original Invoice Summaries and backup information must be submitted to the District Office when requesting payment.

Fin. Proj. No.: 420547-1-94-01

Contract No.: _____

Agreement Date: _____

EXHIBIT D PROJECT AUDIT REQUIREMENTS

The administration of resources awarded by the Department to the South Florida Regional Transportation Authority may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to South Florida Regional Transportation Authority regarding such audit. South Florida Regional Transportation Authority further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Fin. Proj. No.: 420547-1-94-01

Contract No.: _____

Agreement Date: _____

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

Fin. Proj. No.: 420547-1-94-01
Contract No.: _____
Agreement Date: _____

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

Fin. Proj. No.: 420547-1-94-01
Contract No.: _____
Agreement Date: _____

EXHIBIT – 1

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
Florida Department of Transportation	55014	\$28,000

Objectives

1. To provide for major capital investments in fixed-guideway transportation systems, access to seaports, airports, and other transportation terminals, providing for the construction of intermodal or multimodal terminals; and to otherwise facilitate the intermodal or multimodal movement of people and goods.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: MAY 26, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

JOINT PARTICIPATION AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR NEW WEEKEND BUS SERVICE TO PORT EVERGLADES

REQUESTED ACTION:

MOTION TO APPROVE: Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for state funds to assist with the financing of new weekend service between SFRTA's Ft. Lauderdale Airport Station and Port Everglades in Ft. Lauderdale, in the amount of \$359,520.

SUMMARY EXPLANATION AND BACKGROUND:

In March 2005, FDOT announced the availability of state grant funds for Service Development, Park & Ride, Intermodal and Transit Corridor Projects. Priority was given to regional projects that were "ready to go", meaning that they could be initiated within 6 months from execution or implemented with 18 months from execution.

SFRTA submitted a proposal to FDOT in an effort to secure funds from the Transit Corridor Grant Program to assist with the financing of a new weekend service between SFRTA's Ft. Lauderdale Airport Station and Port Everglades in Ft. Lauderdale. On December 16, 2005, SFRTA was notified by FDOT that its proposal was successful and FDOT would award SFRTA \$359,520 towards the costs of implementing the new service.

(Continued on page 2)

Department: Planning & Capital Development
Project Manager: Edward Byers

Department Director: Jack Stephens
Procurement Director: Chris Bross

FISCAL IMPACT: The JPA funds will be available on July 1, 2006 and will be included in SFRTA's Fiscal Year 2006-07 Capital Budget.

EXHIBITS ATTACHED: [Exhibit 1 - Joint Participation Agreement](#)

JOINT PARTICIPATION AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR NEW WEEKEND BUS SERVICE TO PORT EVERGLADES

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The new route runs between SFRTA's Fort Lauderdale Airport Station and Port Everglades and would serve both cruise passengers and port employees. This new service would serve as a regional link by connecting passengers traveling from all three counties and the three international airports to Port Everglades. Dedicated connecting bus service would be provided for all weekend trains. Service would be provided through a contract operator with up to two buses serving peak travel hours. Rolling stock would consist of a mix of small (20 + passenger) buses with luggage racks and large (50 + passenger) buses with luggage compartments. The service would be provided as a complement to SFRTA's Tri-Rail Commuter Train Service with no additional fare charged. The funding provided by this JPA would be used towards purchased transportation, bus pads, bus shelters and signage.

Staff is requesting Board approval of the Joint Participation Agreement (Exhibit 1) between SFRTA and FDOT to secure \$359,520 to assist with the financing of the new weekend service between SFRTA's Ft. Lauderdale Airport Station and Port Everglades in Ft. Lauderdale.

JOINT PARTICIPATION AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR NEW WEEKEND BUS SERVICE TO PORT EVERGLADES

Recommended by: [Signature] Department Director Date _____
Approved by: [Signature] 5/17/06 Procurement Director Date _____
Authorized by: Joseph Schilietti 5/17/06 Executive Director Date _____
Approved as to Form by: _____ General Counsel Date _____

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

JOINT PARTICIPATION AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR NEW WEEKEND BUS SERVICE TO PORT EVERGLADES

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  5/15/06
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro Yes No

James A. Cummings Yes No

Marie Horenburger Yes No

Neisen Kasdin Yes No

Bill T. Smith Yes No

Commissioner Jeff Koons Yes No

John Martinez Yes No

George A. Morgan, Jr. Yes No

Commissioner James A. Scott Yes No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
 PUBLIC TRANSPORTATION
 01/06
 Page 1 of 11

Financial Project No.: 42045118401 (item-segment-phase-sequence)	Fund: DS	FLAIR Approp.: 088774
Contract No.:	Function: 680	FLAIR Obj.: 750012
	Federal No.:	Org. Code: 55042010429
	DUNS No.:	Vendor No.: F650002789001
Catalog of Federal Domestic Assistance Number:		Catalog of State Financial Assistance Number: 55.013

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100 Pompano Beach, FL 33064
 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before December 31, 2008 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341
 Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is
 To provide transit corridor funds to support the purchase of transportation, bus pads, bus shelters and signage projects for the Weekend bus service between SFRTA's Fort Lauderdale airport station and Port Everglades. The route will service both cruise passengers and port employees.

and as further described in Exhibit(s) A,B,C, D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is \$ 359,520.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 359,520.00 not to exceed 100 % of the total project cost as detailed in Exhibit "B".

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ☐ is ☒ is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District 4 _____ Public Transportation Office 3400 W. Commercial Boulevard, Ft. Lauderdale, FL, 33309 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Section 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;
or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs.

8.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

12.32 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

12.40 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project, in which any member, officer, or employee of the Agency during his tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department, may waive the prohibition contained in this subsection: Provided, that any such present member, officer or employee shall not participate in any action by the Agency relating to such contract, subcontract, or arrangement. The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Agency during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

13.70 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt of the Agreement.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in paragraph 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2008. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Financial Project No. 42045118401

Contract No. _____

Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

South Florida Regional Transportation Authority
AGENCY NAME

See attached Encumbrance Form for date of Funding
Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

Gerry O'Rielly

TITLE

DEPARTMENT OF TRANSPORTATION
District Director of Transportation Development
TITLE

FM No. 42049118401

Contract No. _____

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority dated _____

PROJECT LOCATION:

Fort Lauderdale Airport station and Port Everglades, Broward County, Florida

PROJECT DESCRIPTION:

The purpose of this Agreement is to provide funding assistance to the South Florida Regional Transportation Authority for Transit Corridor project consisting of:

Purchase of Transportation,

Purchase of bus shelter;

Installation of bus shelters, pads and signage

SPECIAL CONSIDERATION BY AGENCY:

The audit report(s) required in 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, FM number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATION BY DEPARTMENT:

1. Invoice summary and backup information must be submitted with 10 calendar days of receipt of and installation of enhancement. Contact the District Office for guidance.
2. Quarterly Progress Reports due within 30 days of the end of the quarter.
3. Audit reports as described in Section 7.60 of this JPA.

FM No. 42049118401

Contract No. _____

EXHIBIT "B"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority dated _____

I. PROJECT COST: **\$359,520.00**

Purchase of transportation, bus shelter, signage, pads
Installation of bus shelter, pads, signage

II. TOTAL PROJECT COST **\$359,520.00**

III. PARTICIPATION:

Agency Participation
In-Kind
Cash
Other

Maximum Department Participation,
Primary

(DS) (DDR) (DIM) (PORT) (CIGP) (100%) or **\$359,520.00**

Federal Reimbursable (DU) (CM) (DFTA) (%) or \$

Local Reimbursable (DL) (%) or \$

IV. TOTAL PROJECT COST **\$359,520.00**

FM No. 42049118401

Contract No. _____

EXHIBIT "C"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority dated _____

This Agreement is in conformance with Section 341 Florida Statutes.

DOCUMENTS REQUIRED TO BE SUBMITTED TO THE DEPARTMENT BY THE AGENCY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT:

1. Certifications that consultant and contractor selection comply with all applicable federal State and local laws, rules, regulations and policies.
2. Certifications that all design plan and specifications comply with federal, state and professional standard and applicable Federal advisory circulars
3. All plans and specification covering the project for Departmental approval
4. Certification that the project complies with all applicable building codes, permits and other statutory requirements.
5. Copies of all correspondence related to this project
6. Audit reports as described in Section 7.60 of this JPA.
7. Construction Inspection & Approval: provide and maintain competent technical supervision at the construction site(s) throughout the project to assure that work conforms to plans, specifications, and schedules approved by the Department for the Project. The Agency assures that it will allow the Department to inspect the work. The Department may require cost and progress report to the Agency.

FM No. 42049118401
Contract No. _____

EXHIBIT "C"
(GENERAL – with Safety Requirements)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority dated _____

Reference Section 341 Florida Statutes.

Mark the required Safety submittal or provision for this agreement if applicable.

Safety Requirements

XX Bus Transit System – In accordance with Florida Statute 341.061 and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, and annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

___ Fixed Guide way System –(established) In accordance with Florida Statute 341.061, the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety Program Plan, pursuant to Rule Chapter 14-55.

___ Fixed Guide way System - (new) In accordance with Florida Statute 341-.061, the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule Chapter 14-55. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the system is safe for passenger service.

EXHIBIT D
PROJECT AUDIT REQUIREMENTS

The administration of resources awarded by the Department to South Florida Regional Transportation Authority may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to South Florida Regional Transportation Authority regarding such audit. South Florida Regional Transportation Authority further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT – 1

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
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Objectives

- 1.
- 2.
- 3.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
Florida Department of Transportation	55.013 Transit Corridor	\$359,520.00

Objectives

1. To fund the most effective method of relieving congestion and improving capacity with the identified corridor. As funding allows, this program will consider improvement of facilities designed to prevent them from becoming constrained (procedure 257-030-003-e, General)
- 2.
- 3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Exhibit -1

State Resources

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number& Title</u>	<u>Amount</u>
Florida Department of Transportation	55013 Transit Corridor Program	\$359,520.00

Compliance Requirements

In developing audit procedures to test compliance with the requirement for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part three of the compliance supplement are applicable and then look to Parts three and four for the details of the requirements.

Service necessary to plan and execute a transit corridor project include but not limited to:-

1. Development of Transit Corridor Plans;
2. Design and construction or installation oversight of project facilities and improvements
3. Providing guidance and administrative support to the Technical Advisory Group during planning and implementation of the project; and
4. development of marketing and public relations activities

Capital acquisition and investments based on study findings and as agreed to by the project Technical Advisory Group, including but not limited to:-

1. Rolling stock such as buses, vans, light rail vehicles and other high occupancy vehicles;
2. Purchase of land for installation of project facilities and right of way transportation corridor improvements;
3. construction and installation of project facilities such as park and ride lots and shelters and stations
4. Transportation corridor improvements such as turn lands, traffic control and exclusive lanes and facilities for high occupancy vehicles.

Operational costs including but not limited to:

1. pre-service preparation;
2. services operating deficits
3. marketing and public relations;
4. project administration;
5. security and traffic control;
6. equipment and project leases, including appraisals;
7. commuter transportation services;
8. other Transportation Demand Management strategies targeting employers along the corridor or legitimate costs deemed appropriate by the district office (Depart Procedure Topic # 725-030-003 (1)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: MAY 26, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

BOCA RATON PHASE II JOINT DEVELOPMENT PROJECT
DEVELOPMENT & LEASE AGREEMENT

REQUESTED ACTION:

MOTION TO APPROVE: Development & Lease Agreement between the South Florida Regional Transportation Authority and Boca Tri-Rail Center, LLC for joint use and development of the Phase II site (approximately 2.5 acres) adjacent to the Boca Raton Tri-Rail Station.

SUMMARY EXPLANATION AND BACKGROUND:

On August 15, 2003, the South Florida Regional Transportation Authority (SFRTA) purchased approximately 6.6 acres in the City of Boca Raton for the development of the Boca Raton Intermodal Facility (Intermodal Facility). The property is part of the T-Rex Development and is located west of I-95, immediately south of Yamato Road and adjacent to the South Florida Rail Corridor.

The Intermodal Facility was planned to be developed in two phases. Phase I includes the construction of the Boca Raton Tri-Rail Station and involves platforms, surface parking and other passenger amenities to support the station. This phase is currently completed. The Phase II portion includes a joint development provision of 50,000 square feet of office space and up to 20,000 square feet of retail space with additional surface parking.

At the August 5, 2005 Special Meeting of the Property Committee, the Committee approved San Remo Developments (a.k.a Boca Tri-Rail Center, LLC) as the preferred developer, over the Butters & Siegel Development Group to joint develop the Boca Raton Intermodal Facility Phase II site.

<u>Department:</u>	Planning and Capital Development	<u>Department Director:</u>	Jack Stephens
<u>Project Manager:</u>	Loraine Kelly-Cargill	<u>Procurement Director:</u>	Chris Bross

FISCAL IMPACT: Funding from this project will increase SFRTA's Operating Budget

EXHIBITS ATTACHED: Exhibit 1: Development & Lease Agreement
(To be distributed under separate cover)

BOCA RATON PHASE II JOINT DEVELOPMENT PROJECT
DEVELOPMENT & LEASE AGREEMENT

SUMMARY EXPLANATION AND BACKGROUND (Continued):

The Proposal was based on the following major terms:

- Construction of 50,000 square feet of office and up to 20,000 square feet of retail;
- Payment of \$75,000 per annum during construction;
- Base rent of \$200,000 per annum, increasing 10% every five years;
- Participation rent of 1% of gross revenue, plus lessor to share in net proceeds of 10% from sale or refinance of the property or from a sale of the ownership interest in lessee.

On January 27, 2006, SFRTA received a letter from Boca Tri-Rail Center presenting a revised proposal to the terms of the original lease resulting in a reduced base rent of approximately \$60,000 per year. The revised proposal cited the increase in construction costs over the last few months associated with the recent hurricane season as the main reason for the adjustment. Additionally, Boca Tri-Rail Center confirmed they had entered into an Agreement with Ned Siegel and Malcolm Butters to co-develop the Phase II Project enabling them to take advantage of synergies with the adjacent development and leverage existing relationships with governmental groups.

On February 17, 2006, the Property Committee moved to: 1) Suspend negotiations up to 90 days with Boca Tri-Rail Center; and 2) Direct staff to update the appraisal of the Boca Raton Phase II site and await further direction from the Property Committee.

On March 23, 2006, SFRTA received a letter from Boca Tri-Rail Center attorneys stating that Boca Tri-Rail Center has agreed to construct 50,000 square feet of office and 10,000 square feet of retail in accordance with the August 4, 2005 proposal previously approved by the SFRTA Property Committee.

On March 24, 2006, the Property Committee moved to direct staff to engage in negotiations with Boca Tri-Rail Center and bring back a fair proposal to the Property Committee at the April 28, 2006 meeting.

On April 28, 2006, staff presented the Property Committee with information regarding a new appraisal amount for the Phase II site. This amount reflected an increase in value of the property of approximately \$2,150,000. In light of this new information, the Property Committee directed staff to try to re-negotiate the economic terms of the lease with Boca Tri-Rail Center and bring back a more equitable proposal to the Property Committee at the next meeting.

The next Property Committee Meeting is scheduled for May 25, 2006 at 3:00 p.m. Based on the results of this meeting, staff will present the Board with a recommended action on May 26, 2006.

BOCA RATON PHASE II JOINT DEVELOPMENT PROJECT
DEVELOPMENT & LEASE AGREEMENT

Recommended by: [Signature] 5/17/06 Date
Department Director

Approved by: [Signature] 5/17/06 Date
Procurement Director

Authorized by: Joseph Giliotti 5/17/06 Date
Executive Director

Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No
James A. Cummings _____ Yes _____ No
Marie Horenburger _____ Yes _____ No
Neisen Kasdin _____ Yes _____ No

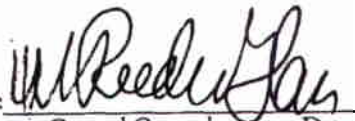
Commissioner Jeff Koons _____ Yes _____ No
John Martinez _____ Yes _____ No
George A. Morgan, Jr. _____ Yes _____ No
Commissioner James A. Scott _____ Yes _____ No
Bill T. Smith _____ Yes _____ No

BOCA RATON PHASE II JOINT DEVELOPMENT PROJECT
DEVELOPMENT & LEASE AGREEMENT

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by: 
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: MAY 26, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

ANNUAL PERFORMANCE OF THE EXECUTIVE DIRECTOR AND CONTRACT AMENDMENT

REQUESTED ACTION:

MOTION TO APPROVE: (1) 5% Salary increase for Executive Director, effective September 8, 2005 through the end of the current contract (September 7, 2006); and (2) Second Amendment to the Executive Director's Employment Agreement (Exhibit 1).

SUMMARY EXPLANATION AND BACKGROUND: As part of the Annual Evaluation of the Executive Director, the Board-appointed committee comprised of James Cummings and George Morgan recommended approval of: (1) an annual 5% salary increase (effective September 8, 2005); and (2) amendments to the current Executive Director's Contract including (i) an automatic 5% increase every year of the Executive Director's then-current salary, (ii) an annual automatic extension of the Contract term for an additional year, so that the term of the contract is always for three (3) years, and (iii) language requiring the Executive Director to give a minimum of two (2) month's written notice before terminating the Contract.

Department: Legal
Project Manager:

Department Director:
Contracts Director:

FISCAL IMPACT:


EXHIBITS ATTACHED: [Exhibit 1 – Second Amendment to Executive Director's Contract](#)
 [Exhibit 2 – Goals and Accomplishments](#)

ANNUAL PERFORMANCE OF THE EXECUTIVE DIRECTOR AND CONTRACT AMENDMENT

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  5/15/06
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No
Neisen Kasdin	_____ Yes _____ No
Bill T. Smith	_____ Yes _____ No

Commissioner Jeff Koons	_____ Yes _____ No
John Martinez	_____ Yes _____ No
George A. Morgan, Jr.	_____ Yes _____ No
Commissioner James A. Scott	_____ Yes _____ No

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

SECOND AMENDMENT TO EXECUTIVE DIRECTOR

EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT to the AGREEMENT ("Second Amendment") made this ____ day of May, 2006 ("Effective Date"), between the **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** ("SFRTA"), formerly known as the Tri-County Commuter Rail Authority, an agency of the State of Florida created pursuant to Chapter 343, Florida Statutes, acting by and through its Governing Board (hereinafter called "SFRTA") and **JOSEPH J. GIULIETTI**, the Executive Director of SFRTA (hereafter called "DIRECTOR").

WITNESSETH:

WHEREAS, on December 12, 2003, the parties entered into an agreement (effective September 8, 2003) for a contract of employment (the "Agreement") and on October 22, 2004, entered into the First Amendment to the Agreement (hereinafter the "Agreement" shall refer to the Agreement and any amendments, unless otherwise stated); and

WHEREAS, SFRTA now wishes to amend the Agreement to address annual increases in the DIRECTOR's compensation and the term of the Agreement; and

NOW, THEREFORE, in consideration of the promises, mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to amend the Agreement as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. Section 2 of the Agreement, entitled "EMPLOYMENT TERM" is amended as follows:

The term of this employment agreement shall be for a period of three (3) years, commencing on September 8, 2003~~6~~ ("Effective Date"), and automatically renewing each year thereafter for a three-year term. ~~terminating three (3) years later. This Agreement may be extended for one (1) additional year, pursuant to the provisions of Section 3.3.~~

3. Section 3.1 of the Agreement, entitled "COMPENSATION" is amended as follows:

The SFRTA agrees to pay DIRECTOR and DIRECTOR agrees to accept from the SFRTA the gross annual amount of ~~Two Hundred and Three Thousand Seventy Six and no/100 Dollars (\$203,076.00),~~ Two Hundred and Thirteen Thousand Two Hundred

Twenty-nine and 80/100 Dollars, with an annual increase of five percent (5%) of the DIRECTOR's current salary effective on September 8th of each year including September 8, 2006.

4. Section 5.2 of the Agreement entitled "Termination Without Cause" is amended as follows:

During the term of this Agreement and any renewals, the SFRTA Board may elect to terminate the DIRECTOR without specific grounds for termination by giving notice of termination and paying the DIRECTOR severance pay in cash. The severance pay shall be equal to a lump sum amount equivalent to what the DIRECTOR would have been paid in cash for the following six (6) month period.

During the term of this Agreement and any renewals, the DIRECTOR may elect to terminate the Agreement without specific grounds for termination by providing the SFRTA Board with a minimum of two (2) months written notice of termination.

5. The Second Amendment is executed in connection with, and is deemed to be a part of the Agreement. Wherever the terms of the Second Amendment and the terms of the Agreement are in conflict, the terms of this Second Amendment shall govern and control.

6. Except as expressly provided herein above, all of the terms, conditions, covenants, agreements and understandings contained in the Agreement shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the parties.

7. The defined terms used herein, unless otherwise specifically defined in the Second Amendment, shall have the meanings ascribed to them in the Agreement.

8. The Second Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date written above.

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**, through
its Chair, authorized by Board action on the ____
day of Second, 2006.

WITNESS

By: _____
John Koons, Chair/SFRTA

EXECUTIVE DIRECTOR

WITNESS

Joseph J. Giulietti

____ day of May, 2006

Approved as to form by:

GREENBERG TRAURIG, P.A.
General Counsel, SFRTA

MEMORANDUM

TO: Board Member James Cummings
Board Member George Morgan

FROM: Joseph Giuliatti
Executive Director

DATE: March 7, 2006

RE: **Goals and Accomplishments**

At the February 23, 2006 Board of Directors' meeting, Board Member Morgan requested that I prepare a short list of the past year's (2005) accomplishments and this year's (2006) Agency goals. I apologize that this took a little longer than expected but I had to attend business meetings in Tallahassee. I met with the Secretary of Transportation to discuss Phase B and CSXT issues.

I would like to request an opportunity to discuss these Goals and Accomplishments with you at your earliest convenience. Staff from the Executive Office will be contacting your office shortly to establish a meeting date.

GOALS:

- To secure a dedicated funding source in Tallahassee to meet the Tri-County objective of increasing service in the Region;
- To continue efforts to maximize Federal Funding opportunities for this Agency;
- To increase the number of trains currently being operated this month to 40 per day; and to increase train service to 48 trains a day when New River Bridge is completed;
- To continue adjusting train schedule to meet ridership patterns/demands;
- To continue to meet with the Secretary of Transportation and FDOT staff to either get "Phase B" initiated, or establish a new dispatching arrangement that will penalize CSXT for each train late due to CSXT related problems;
- To partner with the State on financial opportunities and goals for this Region;
- To continue to meet with the three Executive Directors of the Transit systems in South Florida to identify the needs and seek the support to integrate east-west services within the Tri-Rail system;
- To meet with Miami-Dade County to establish new train routes within the County;
- To continue efforts with FDOT and the Federal Transit Administration to obtain funding for operations on the FEC;
- To continue to work with Regional Business Alliance (RBA) to identify regional issues/priorities and funding opportunities including the one-cent sales tax initiative in Broward County;
- To seek federal funding to support the Universal Automated Fare Card (UAFC) initiative;

- To bring to the Board an RFP for a Universal Automated Fare Collection system;
- To bring to the Board an RFP for Commuter Rail Operations;
- To bring to the Board an RFP for Maintenance of Rolling Stock;
- To bring to the Board an RFP for Dispatch and Maintenance of Way for the New River Bridge with the ability to include other State corridors, i.e. Orlando;
- To chair APTA's Commuter Rail CEO Committee (July 06);
- To chair the Florida Public Transit Association (January 07).

ACCOMPLISHMENTS:

- Personally met with Senator Martinez on the Senate floor and explained SFRTA's on-going losses with the Federal UZA Formula. Senator Martinez pledged his support and the Agency received an additional **eleven (11) million dollars** over the next five years;
- Personally flew to Atlanta to meet with the FTA Administrator after SFRTA's Federal Formula funds were being held and was able to secure the release of this year's Formula funds;
- Personally met with Secretary Stutler to seek support of the new train schedules. Immediately upon leaving that meeting District IV called to give us an additional **100 thousand dollars** for an advertising campaign supporting our new service;
- Maintained an operational base from the Agency and home throughout the 2005 hurricane season keeping in contact with the EOC's and getting service for Tri-Rail passengers restored;
- Worked with the FTA and FDOT to secure emergency funds/fuel/support for the Agency for hurricane recovery;
- Attended meetings with County Commissioners to secure the Agency's Operational funds as well as obtain support for rail expansion programs;
- Attended meetings with SFRTA and FDOT attorneys as well as personal appearances in court in relationship to Segment 5 and New River Bridge issues;
- Personally negotiated SFRTA's position at the Miami Intermodal Center (MIC);
- Continue to actively participate on the Miami Intermodal Center Steering Committee, working to insure that the SFRTA needs for additional tracks and direct connection into Miami International Airport are met;
- Co-Chaired Vision Broward Transportation Initiative.

Engineering and Construction Department Accomplishments

Segment 5

- Completed and placed into service six (6) Segment 5 Stations (West Palm Beach, Lake Worth, Delray, Boca Raton, Ft. Lauderdale, and Sheridan Street);
- Completed and placed into service nine (9) Double Tracking Work Areas totaling 32.75 miles;
- Completed construction of the remaining seven (7) new bridges, and rehabilitation of four (4) of the eight (8) remaining bridges to be rehabilitated;
- Completed construction on the remaining fifteen (15) new grade crossings and thirteen (13) of the thirty-one (31) upgrade crossings;
- Installation of seventeen (17) of the eighteen (18) Passenger Information Systems located at each Tri-Rail station;

- Initiated the processing of over 1,420 Direct Pay/Contractor Invoices and 240 Purchase Orders/Modifications totaling more than \$199 million dollars;
- Achieved 99.99% Quality for the Segment 5 Project through its implementation of a Total Quality Management (TQM) program.

New River Bridge

- Completed the construction of twenty-two (22) of the forty (40) drilled shaft foundations for the New River Bridge;
- Completed the construction of fourteen (14) of the forty (40) bridge columns;
- Completed the construction of twelve (12) of the forty (40) pier caps;
- Initiated the processing of 18 Contractor Invoices and 26 Purchase Orders/Modifications totaling more than \$23 million dollars;
- Achieved 99.99% Quality for the New River Bridge Project through its implementation of a Total Quality Management (TQM) program;
- Participated and supported FDOT with the development of agreements and specifications for the upcoming New River Bridge Carve-Out for maintenance and dispatching;
- Completed the fabrication and installation of roadway signs directing motorist to all Tri-Rail stations;
- Acquired replacement contractor for the Golden Glades station and completed work to allow partial beneficial occupancy of the station;
- Completed design for the relocation of the Miami Airport Station as part of the Miami Intermodal Center (MIC) Project. This design, however, was never utilized, as the decision was made by FDOT to keep the station in its current location;
- Continued to participate and support FDOT in their new plans to integrate the existing Miami Airport Station into the MIC;
- Assisted Miami-Dade Transit with the development of an alignment for the proposed MetroRail extension into the MIC;
- Completed the conceptual design and cost estimate for the construction of the new Pompano Beach Station west parking lot;
- Organized and Hosted the Federal Transit Administrations 24th Transit Construction Roundtable.

Finance Department Accomplishments

- Remodeled Hialeah/Customer Service office-completed temporary relocation of Hialeah Call Center to accommodate office remodeling. No impact on passenger callers. Customer Service able to maintain full functionality throughout;
- Created Internet E-store;
- Received \$10 million State Infrastructure Bank loan interest free;
- Implemented new Financial Accounting System.

Human Resources Department

- Encouraged employees' professional development through mentoring, continuous training and agency recognition;
- Provided opportunities for growth & leadership;
- Implemented programs that promote team building and motivate employees;
- Provided an incentive program for employees to encourage maximum performance;

- Coordinated four quarterly All Staff meetings to promote open communication, recognition of new staff members, department updates, employee accomplishments, birthdays and employment anniversaries;
- Offered bi-monthly Lunch & Learns covering topics such as Identity Theft, the ins and outs of Outlook, FRS Retirement Planning, Financial Planning, SFRTA project updates, how to complete electronic performance evaluations, and Health Savings Account Health plans;
- Offered training: (In addition to Conferences, Workshops & Seminars);
- Provided Automated Benefit Information, Performance Evaluations (including new emphasis on goals for departments and individual employees), and Payroll information forms through the intranet for easy access by employees;
- Conducted H.R. Audit of procedures updated several and added new processing forms (Recruitment, Orientation, Compensation & Benefits Communication, Agency Organizational Structural Changes);
- Filled 76% of positions within 90 days.

Planning Department Accomplishments

Real Estate:

- **Palm Beach Transit Oriented Development Charrette:** Assisted the Treasure Coast Regional Planning Council in hosting a “Public Charrette” in January 2005 to bring together local governments, stakeholders, citizens and other interested parties to generate ideas for an overall master development plan for the 36-acre property adjacent to the Tri-Rail West Palm Beach Station (January 2005);
- **West Palm Beach Parcels:** Finalized a Phase III Environmental Assessment Report for the West Palm Beach Station site being leased by SFRTA from the City of West Palm Beach (July 2005);
- Finalized a Phase III Environmental Assessment Report for the west parcel (adjacent to the Tri-Rail West Palm Beach Station) proposed for transfer from Palm Beach County to the SFRTA. (July 2005)
Finalized a design for a bus transfer facility for Palm Tran (in conjunction with TCRPC, Palm Tran and Palm Beach County) on the proposed transfer parcel at the West Palm Beach Station (October 2005);
- **Boynton Beach Station:** Drainage easement granted to accommodate development at adjacent Children’s Services Council site. (November 24, 2004) Updated appraisal information (September 30, 2005);
- **Boca Raton Intermodal Facility Transit Oriented Development:** Secured a preferred developer for the Boca Raton Station Phase II joint development project as approved by the Property Committee (August 5, 2005);
- **Tri-Rail/Metrorail Transfer Station:** Entered into a Memorandum of Understanding with the 79th Street Corridor Neighborhood Initiative regarding transit oriented development surrounding the station (April 28, 2005);
- **Ongoing Technical Assistance:** Responded to developer information requests and provided technical support to promote transit oriented development adjacent to the Boynton Beach, Deerfield Beach, Golden Glades and Tri-Rail/Metrorail Transfer, and other proposed stations, as needed;
- **Rail-Volution:** Agency will host Rail Volution in 2007, currently working to set this Conference up;
- **Grants:** Secured seven grants and four Joint Participation Agreements totaling approximately **\$94.4 million** in State and Federal funds for the agency's Program of Projects (September 04 - February 06).

Short and Long Range Planning:

- **Transportation Development Plan (TDP):** Developed the agency's 2006-2010 TDP to secure a **minimum of \$460,000 in State Block Grant Funds** to support SFRTA/tri-Rail feeder service and station access improvements (December 2005);
- **Regional Strategic Long Range Transit Plan:** Developed a draft scope of service and began working with consultant team to finalize scope and man-hour estimates in anticipation of Spring notice-to-proceed. This study will identify regional transit opportunities and needs, costs, and related issues and coordinate with our transportation partners to develop a regional plan for the implementation and funding of identified improvements;
- **Central Palm Beach County East-West Transit Study:**
 - Coordinated a three-way partnership with the Palm Beach Metropolitan Planning Organization (MPO), Palm Tran and RTA to fund and manage a study of the Central Palm Beach County corridor. The study will consider Bus Rapid Transit (BRT) and Light Rail in central Palm Beach County along Okeechobee Boulevard and/or Southern Boulevard. Scope and funding agreement scheduled for February 2006 Palm Beach MPO approval and March RTA Board approval. Project schedule is about 1 year from notice-to-proceed;
- **RTA Regional Transportation Priorities List (FY 2006 – 2011)**
 - Prepared a list of regionally significant project needs with cost estimates and schedule. This list was submitted Fall of 2005 to FDOT Districts Four and Six and the newly created Southeast Florida Transportation Committee (SEFTC) to obtain funding under the Strategic Intermodal System and TRIPs funding programs (September 2005).

Legislative:

- **New Government Affairs Managers:** Hired two highly qualified government affairs managers, one with extensive State and the other with excellent Federal contacts. Both managers are actively pursuing improved external relations at both the local, state and federal levels (September 2005);
- **2006 State Legislative Plan (Dedicated Funding):** Prepared 2006 State Legislative Plan that seeks to obtain a dedicated funding source for RTA. Plan was approved by RTA Board in September 2005. Prepared a package of informational resource materials in support of the dedicated funding with specific project fact sheets and other supporting information. Developed presentations that have been made to various transportation partners, business leaders and elected officials to build support for our initiative (November 2005).

Procurement Department Accomplishments

- Planned and successfully executed the following procurements without protest:
 - Insurance Brokerage Services
 - Vending Machine Services
 - General Banking Services
 - Lease Agreement – Radio Communication Tower
 - Ticket Stock Contract
 - TVM Maintenance and Support Contract
 - DMU testing Agreement
 - Locomotive Overhaul Services
 - Armed Security, Revenue Collection and Fare Inspection Contract
 - General Engineering Contracts
 - General Planning Contracts

- Rolling Stock Security Cameras (Leading Edge Technology)
 - Leased Space Agreement – Suite 200
 - BV Oil Contract Extension
 - WABCO Braking System Procurement
- In 2005 the SFRTA Procurement Department was the recipient of two prestigious awards:
 - National Purchasing Institute “**2005 Achievement of Excellence in Procurement**”
 - Florida Association of Public Purchasing Officers “**2005 Excellence in Public Procurement**”
 - Additionally, significant progress and work was accomplished in 2005 on the following “complicated” procurements:
 - Universal Automated Fare Collection – Technical Specification Completion
 - Assist with Golden Glades Station Remediation Program;
 - New River Bridge and Corridor Maintenance of Way and Dispatch RFP’s
 - Additional accomplishments achieved in Administrative efficiency improvements were:
 - “Cradle to Grave” contract file approach
 - Procurement Web Site updates soon to be implemented
 - Revised Contractor Performance Evaluation to be put in place shortly
 - Successfully filled Procurement Manager Position
 - Successfully filled Senior Procurement Specialist Position
 - Revised Vehicle Control and Maintenance Policy

Operational Accomplishments

- Executed new station maintenance contract realizing **one million dollar savings** annually;
- Submitted and maintained FRA accident/injury reporting;
- Locomotive rebuilds for 2 locomotives resulted in **36% efficiency savings**;
- Remanufactured six (6) locomotives: Contract came in **two Million dollars** under budget with a potential fuel **savings of 45%** with remanufactured locomotives;
- Negotiated maintenance contract for DMU with a **\$700,000 savings** over current maintenance provider;
- Installed a wheel truing machine in Hialeah which saves the Agency money as well as keeps our equipment in service longer because cars are no longer sent off site for repair.

Marketing Department Accomplishments

- Organized the first major Regional Marketing Campaign, in partnership with McDonalds, to foster a positive image for public transportation. This was a joint effort between Broward County Transit, Miami-Dade Transit, Palm Tran and Tri-Rail. The project was a product of the South Florida Regional Transportation Authority Marketing Committee and was funded by the Florida Department of Transportation;
- Segment 5 Community Outreach Team maintained timely and effective communications regarding construction activity with passengers, elected officials, the media, internal staff/external partners and the general public;

- Successfully communicated with passengers, the general public and the media during Hurricanes Katrina, Rita and Wilma;
- **Won first prize in the American Public Transportation Association 2005 AdWheel Awards for “On Board,” named the best newsletter by any Group 2 transit property.** Marks the fourth consecutive year that SFRTA or Tri-Rail has taken at least one first-place award;
- Won best print ad category for “Food for Thought” campaign at the 2005 Florida Public Transportation Association Conference;
- Photo by in-house graphic artist selected as one of only 12 for the APTA 2006 calendar;
- Saved approximately \$22,000 by bringing photography and graphic design projects in-house;
- Generated approximately \$15,000 through sale of advertising on collaterals, onboard trains and through e-store sales;
- Maintained consistent level of ridership despite construction and freight impacts to on-time performance;
- Established regional clipping service regarding transportation issues for other transit agencies, elected officials, Board of Directors and staff;
- Produced new "On Board" Newsletter promoting regionalism and strong partnerships with Broward, Miami-Dade and Palm Beach counties;
- Partnered with TUTANKHAMUN AND THE GOLDEN AGE OF THE PHARAOHS' EXHIBITION involving a special Tri-Rail "Tut Ticket";
- Organized a groundbreaking regional joint marketing campaign with Broward County Transit, Miami-Dade Transit, Palm Tran and Tri-Rail with the "By Land, Sea or Air" Vacation Giveaway in collaboration with Winn-Dixie;
- Partnered with Broward County Transit, Miami-Dade Transit and Palm Tran in the Winn Dixie "Free Groceries for One Year" promotion, yielding more than 4,000 responses;
- Partnered with SunFest 2005 involving a special SunFest/Tri-Rail Roundtrip ticket;
- Partnered with the Museum of Discovery and Science for the "Polar Express" promotion and free ticket offer;
- Organized a special Hispanic outreach campaign combining Tri-Rail commercials airing on Univision and a contest to win tickets to a live taping of "Sabado Gigante";
- Participated in Miami Daily Bread Food Bank's hurricane relief efforts;
- Won three first-place awards in the American Public Transportation Association's 2004 AdWheel competition for the "Food for Thought" campaign, new and improved "Way to Go" brochure and the regional www.sfrta.fl.gov website;
- Designed and produced of new cost-saving pocket schedule.

Should you have any questions, please do not hesitate to contact me at (954) 788-7918.

Tracking No. _____

AGENDA ITEM NO. _____

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: MAY 26, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

MODIFICATION OF PURCHASE ORDER NO. 18775-1

REQUESTED ACTION:

MOTION TO APPROVE: Modification of Purchase Order No. 18775-1 ("PO") between South Florida Regional Transportation Authority ("SFRTA") and Greenberg Traurig, P.A. ("GT") for additional services under Agreement No. 02-710, to increase the PO amount by \$52,000.

SUMMARY EXPLANATION AND BACKGROUND:

To date, GT has incurred additional costs exceeding the approved amount of approximately \$52,000 for work performed in addressing the possible development of the land east and west of the West Palm Beach Tri-Rail Station, including negotiations with Palm Beach County for construction of a Palm Tran facility to the west of the station and negotiations with other governmental entities for the entire transit-oriented development ("TOD"). GT requests that the agency increase the PO amount by \$52,000 (for a total of \$77,000) to address the additional legal fees incurred.

Department: Legal
Project Manager:

Department Director:
Contracts Director:

FISCAL IMPACT: N/A

EXHIBITS ATTACHED: N/A

MODIFICATION OF PURCHASE ORDER NO. 18775-1

Recommended by: _____
Department Director Date

Approved by: CL 3 5/17/06
Contracts Director Date

Authorized by: Joseph J. Gushnet 5/17/06
Executive Director Date

Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: ____ Yes ____ No

Vote: ____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro ____ Yes ____ No
James A .Cummings ____ Yes ____ No
Marie Horenburger ____ Yes ____ No
Neisen Kasdin ____ Yes ____ No
Bill T. Smith ____ Yes ____ No

Commissioner Jeff Koons ____ Yes ____ No
John Martinez ____ Yes ____ No
George A. Morgan, Jr. ____ Yes ____ No
Commissioner James A. Scott ____ Yes ____ No

MODIFICATION OF PURCHASE ORDER NO. 18775-1

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form 5/15/06
 General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No
James A. Cummings _____ Yes _____ No
Marie Horenburger _____ Yes _____ No
Neisen Kasdin _____ Yes _____ No
Bill T. Smith _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No
John Martinez _____ Yes _____ No
George A. Morgan, Jr. _____ Yes _____ No
Commissioner James A. Scott _____ Yes _____ No

MINUTES
PROPERTY COMMITTEE MEETING
OF APRIL 28, 2006

The Property Committee meeting was held at 8:30 a.m. on Friday, April 28, 2006 in the Board Room of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices, located at 800 NW 33rd Street, Suite 100, Pompano Beach, FL 33064.

COMMITTEE MEMBERS PRESENT:

Mr. Bill Smith, SFRTA Board Member and Property Committee Vice-Chair
Mr. George Morgan, Jr., SFRTA Board Member

VIA TELEPHONE CONFERENCE:

Commissioner James Scott, SFRTA Board Member and Property Committee Chair

ALSO PRESENT:

Mr. Neisen Kasdin, SFRTA Board Member
Mr. Joseph Giulietti, SFRTA Executive Director

Mr. Gary Benivegna, American Realty Consultants, Inc.
Mr. Malcolm Butters, Butters Construction & Development
Ms. Loraine Cargill, SFRTA
Mr. William Cross, SFRTA
Ms. Kim DeLaney, Treasure Coast Regional Planning Council
Mr. Reeder Glass, Holland & Knight
Mr. Ford Gibson, San Remo Developments
Mr. Mike Good, City of Hallandale Beach
Ms. Diane Hernandez del Calvo, SFRTA
Ms. Lynda Kompelien Westin, SFRTA
Mr. Robert Love, American Realty Consultants, Inc
Ms. Teresa Moore, Greenberg Traurig
Mr. Jeff Olson, SFRTA Staff Counsel
Mr. Ned Siegel, The Siegel Group
Ms. Flavia Silva, SFRTA
Mr. Jack Stephens, SFRTA Deputy Executive Director
Ms. Kathleen Yonce, York Residential
Mr. Victor Yui, Dorsky Hodgson Yui and Partners, Inc.

CALL TO ORDER

The Vice-Chair called the meeting to order at 8:31 a.m.

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Morgan moved for approval of the Agenda. The motion was seconded by Commissioner Scott.

The Vice-Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Vice-Chair declared the Agenda approved unanimously.

MATTERS BY THE PUBLIC – Persons wishing to address the Committee are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

There were no Matters by the Public at this meeting.

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member, however, that item may be removed from the Consent Agenda and considered separately.

C1 – MOTION TO APPROVE: Minutes of Property Committee Meeting of March 24, 2006

Mr. Morgan moved for approval of the Consent Agenda. The motion was seconded by Commissioner Scott.

The Vice-Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Vice-Chair declared the motion approved.

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.
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R1 – MOTION TO RECOMMEND: Boca Raton Phase II Joint Development Project, Development & Lease Agreement

Mr. Glass, Holland & Knight, updated the Property Committee on the status of the Boca Raton Phase II Joint Development & Lease Agreement and mentioned that at the March 24, 2006 Property Committee meeting, staff was directed to continue negotiations with San Remo. Mr. Glass continued stating that there are a few changes to the Development & Lease Agreement; 1) the pre-possession rent of \$4,000 per month, commencing on the effective date (or the signing) of the Development & Lease Agreement; San Remo has requested that the \$4,000/month be accrued until such time as they get site plan approval which would be estimated as 4-months accrual with a lump sum payment at the time that San Remo receives that approval and; 2) the pre-possession date of February 28, 2007 be adjusted to April 30, 2007.

Mr. Morgan inquired if SFRTA has any right under the lease for reasonable approval of the site plan so that the additional 10,000 square feet is built in a place that is desirable for retail.

Mr. Glass responded affirmatively and stated that the conceptual site plan is an exhibit to the lease. Mr. Glass explained to the Property Committee members that the formula to calculate the base rent was negotiated based on the objective of receiving a conservative but reasonable return on the fair market value of the land. Mr. Glass acknowledged that the fair market value of the land was based on the January 2004 appraisal amount of \$3,150,000 and continued stating that staff used that value for purposes of negotiating a conservative return on base rent of \$200,000 per annum, which reflects an approximate return of 6.4% on the appraised value. In addition there is a 1% of gross participation rent as well as an adjustment of 10% every 5 years on the base rent.

Mr. Glass pointed out that at the March 24, 2006 Property Committee, the Committee instructed staff to achieve a level of informed knowledge about the current value of the property. Mr. Glass stated that staff proceeded with an appraisal of the site.

Mr. Love from American Realty Consultants, Inc., updated the Property Committee in relation to the appraisal of the Phase II site. Mr. Love stated that his services were retained by the SFRTA to perform the appraisal and to estimate market value of the site based on the 50,000 square feet of office space and 20,000 square feet of transit-related retail space. Mr. Love stated that after a thorough inspection of the site and market conditions, the current market value of the property is \$5,300,000 as of April 21, 2006.

Mr. Benivegna from American Realty Consultants, Inc., stated that at the time of the January 2004 appraisal there were no other new buildings in the area; however since then the market conditions have changed due to the new retail and office buildings under construction adjacent to or near the Phase II site.

Mr. Giulietti pointed out that the base rent amount of \$200,000 was reached not only based on the appraisal but also based on the offers from developers during the RFP process.

Mr. Siegel from The Siegel Group, and Mr. Butters from Butters Construction & Development, addressed the Property Committee regarding issues related to the Lease Agreement and the new appraisal amount.

There was discussion amongst the members regarding the Development & Lease Agreement in lieu of the current market conditions. There was a consensus about the need to achieve a fair return in light of the new appraisal and achieve an agreement that is that acceptable to both parties.

Mr. Morgan moved to defer the approval of the Development and Lease Agreement between SFRTA and Boca Tri-Rail Center, LLC to the May 2006 Property Committee meeting. The motion was seconded by Commissioner Scott.

The Vice-Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Vice-Chair declared the motion approved.

R2 – MOTION TO RECOMMEND: Endorsement of York Residential's mixed use development at Tri-Rail's Deerfield Beach Station

Ms. Westin, SFRTA Transportation Planning Manager, updated the Property Committee on the mixed-use development adjacent to the Tri-Rail's Deerfield Beach Station.

Mr. Yui from Dorsky Hodgson Yui and Partners, Inc., Ms. DeLaney from the Treasure Coast Transportation Planning Council (TCRPC) and Ms. Yonce from York Residential, each addressed the Property Committee on the changes made to the site plan over the last few weeks.

Mr. Morgan moved to recommend the endorsement of York Residential's mixed use development to the SFRTA Board of Directors. The motion was seconded by Commissioner Scott.

The Vice-Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Vice-Chair declared the motion approved.

R3 – MOTION TO ENDORSE: SFRTA Policy for Unsolicited Proposals

Mr. Giulietti informed the Property Committee members that in an effort to learn about the Florida Department of Transportation (FDOT) rules for unsolicited proposals and whether or not the SFRTA can utilize FDOT funds to evaluate unsolicited proposals without causing any conflict, staff is recommending that the Property Committee consider endorsing an Unsolicited Proposal Policy which incorporates FDOT's Rule 14-107, Florida Administrative Code, on unsolicited proposals.

Ms. Moore stated that FDOT has recommended the SFRTA consider having a policy for unsolicited proposals to avoid using FDOT's funds to evaluate unsolicited proposals. Ms. Moore stated that the language of the Policy requires the applicant to pay an initial fee of \$50,000 to cover staff expenses in reviewing proposals.

Mr. Kasdin, SFRTA Board Member, suggested the implementation of a Recovery Ordinance to recover costs incurred from the unsolicited proposal evaluation.

Ms. Moore stated that language on the Unsolicited Proposals Policy can be modified to add that the SFRTA may request additional money from applicants if staff time exceeds the initial fee and that SFRTA will reimburse applicants in case staff time is less than the initial fee. Ms. Moore continued stating that requiring the applicants to pay for the costs of the agency's evaluation will relieve SFRTA from using FDOT funds and, will prevent any possible breach of the FDOT Joint Participation Agreement (JPA) language.

Mr. Kasdin suggested that government agencies should be exempt from paying the initial fee.

Mr. Morgan suggested the initial fee be reduced to \$25,000.

Mr. Morgan moved to amend the SFRTA Policy for Unsolicited Proposals to:

- 1. Exempt government entities of any fees;**
- 2. Change the initial fee from \$50,000 to \$25,000 and**
- 3. Give the SFRTA Board of Directors or the Property Committee the ability to waive or reduce the initial fee.**

The motion was seconded by Commissioner Scott.

The Vice-Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Vice-Chair declared the motion approved.

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only.
--

Due to time constraints, the Vice-Chair requested that the Information Items listed below be provided to the Property Committee members at the next meeting.

I1 – INFORMATION: Unsolicited Proposal for New Tri-Rail Station at Hallandale Beach

I2 – INFORMATION: Unsolicited Proposal for New Tri-Rail Station at Pompano Park

I3 – INFORMATION: Update on Mangonia Park Station Lease and Easement Agreement

I4 – INFORMATION: 2007 Rail~Volution Conference

I5 – PRESENTATION: Transit Oriented Development (TOD) Overview

OTHER BUSINESS

There was no Other Business discussed at this meeting.

SFRTA EXECUTIVE DIRECTOR REPORTS/COMMENTS

Mr. Giulietti informed the Property Committee members that the Boca Raton Phase II Joint Development Project, Development & Lease Agreement item will be removed from the SFRTA Board of Directors April 28, 2006 Agenda.

PROPERTY COMMITTEE MEMBER COMMENTS

Mr. Morgan suggested that future Property Committee meetings be scheduled at a different date from the SFRTA Board of Directors meeting.

ADJOURNMENT

The meeting was adjourned at 10:05 am.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
CITIZENS ADVISORY COMMITTEE MEETING
OF APRIL 14, 2006

The regular Meeting of the South Florida Regional Transportation Authority Citizens Advisory Committee was held at 10:00 AM on Friday, April 14, 2006 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33rd Street, Suite 100, Pompano Beach, Florida 33064.

COMMITTEE MEMBERS PRESENT:

Mr. Davidson Barlett
Ms. Patricia Archer
Ms. Susan Haynie - Chair
Mr. Bruce Wilson
Mr. David Rush

COMMITTEE MEMBERS ABSENT:

Mr. William Keith
Mr. Michael Lawrence
Mr. Anthony Robinson
Mr. Rick Rodriguez Pina

ALSO PRESENT:

Joseph Giulietti, Executive Director, SFRTA
Bonnie Arnold, Director of Marketing, SFRTA
Jeffrey Olson, Staff Counsel, SFRTA

Sandra Thompson, Executive Assistant, SFRTA

CALL TO ORDER

Ms. Susan Haynie, Chair of the SFRTA Citizens Advisory Committee, called the meeting to order at 10:00 a.m.

PLEDGE OF ALLEGIANCE

The Chair led the Pledge of Allegiance.

Roll Call

The Chair requested a roll call. A quorum was established.

AGENDA APPROVAL – Additions, Deletions, Revisions.

Committee Member Davidson Barlett moved for approval of the Agenda. The motion was seconded by Committee Member David Rush.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

CONSENT AGENDA
Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member, however, that item may be removed from the Consent Agenda and considered separately.

C1. **MOTION TO APPROVE:** Minutes of the Citizens' Advisory Committee Meeting of February 10, 2005.

Committee Member Davidson Barlett moved for approval of the Consent Agenda. The motion was seconded by Committee Member David Rush.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

INFORMATION / PRESENTATION ITEMS
Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

I-1. **PRESENTATION** – Transit Oriented Development (TOD)

The Chair introduced Dr. Kim Delaney, Growth Management Coordinator of the Treasure Coast Regional Planning Council (TCRPC) to present the information on "TOD - What Is It and Why Does It Matter?" Dr. Delaney stated that the TCRPC is under contract with the SFRTA to assist with a wide variety of land use developments and market analysis related to transit. Dr. Delaney presentation explained TOD's and its objective and importance to the SFRTA.

I-2. PRESENTATION – Universal Automated Fare Collection System (UAFCS)

Ms. Renee Matthews, SFRTA Special Projects Manager presented information on the UAFCS. Ms. Matthews stated that the objective is to implement regional fare system within the South Florida region. Utilizing a fare transit card (Smart Card) will allow for convenient, cost-effective, seamless travel throughout the South Florida region. The Smart Card will use state-of-the-art equipment that will enhance customer service, increase ridership and improve business and operational efficiencies.

CHAIR COMMENTS

The Chair welcomed new Committee Member Patricia Archer. Ms. Archer was appointed by SFRTA Board Member Marie Horenburger. Ms. Archer has served seven (7) years on the Delray Beach City Commission and has served, with the Chair, on the Palm Beach County MPO.

EXECUTIVE DIRECTOR REPORTS/COMMENTS

Mr. Giuliatti introduced Mr. Jeff Olson, SFRTA Staff Counsel. The attendees introduced themselves as follows: Loraine Cargill, SFRTA Planning and Capital Development; Dan Glickman, Private Citizen; Cheryl Clark, Federal Public Affairs Planning; Michelle M'Sadoques, SFRTA State Government Affairs; Renee Matthews, SFRTA Special Projects Manager; Chris Bross, SFRTA Procurement Director; Lynda Kompelien-Westin, SFRTA Transportation Planning Manager; Bonnie Arnold, SFRTA Marketing Director and Customer Service; Bill Cross, SFRTA Planning and Capital Development; Mary Jane Lear, SFRTA Human Resource Director; Scott Lobel, Finance/IT; and Ivan Smith, Private Citizen.

Mr. Giuliatti informed that the SFRTA has completed the Double Tracking Project. Two miles along the New River Bridge section remains to be completed. Mr. Giuliatti reported that ten (10) additional trains daily have resulted in an immediate increase of 15% in ridership.

Mr. Giuliatti informed the Committee that he has signed a confidentiality statement to work with the State on the negotiations with CSXT as it relates to the dispatch and maintenance of the corridor.

Mr. Giuliatti informed that an MPO meeting had been held with the three MPO Chairs. Mr. Giuliatti stated that there was active discussion on moving forward with regional projects.

Mr. Giuliatti informed the Committee that SFRTA has the grant to test the first Diesel Multi Units (DMU) for Orlando. SFRTA is working with the manufacturer to fashion the DMU to work with existing equipment and redesigns have been made for a

double-decker commuter car with the capacity for 200 people. Testing has proven that the Agency can save 100 gallons of fuel per trip.

Mr. Giuliatti requested an update from Bonnie Arnold on Customer Appreciation Day. Ms. Arnold stated that on May 2, 2006 there will be activities beginning at 6:30 am through 7 pm at various Tri-Rail stations. A special celebration will take place at the Ft. Lauderdale station, commencing at 2:30 pm, where there will be radio promotions, entertainment and special guest speakers. SFRTA has partnered with Pollo Tropical and will be offering prizes and promoting the Tri-Rail. FDOT has contributed \$100,000 towards a marketing effort to promote the train service. With these funds, SFRTA is able to purchase radio, television and newspaper advertisements. SFRTA's major add campaign will begin May 1, 2006.

Mr. Giuliatti stated that the SFRTA Board has chosen Board Member Commissioner James Scott to take the lead for the Board to negotiate a dedicated funding source.

Ms. M'Sadoques stated that the Speaker of the House is supportive of this initiative.

Mr. Giuliatti stated that the three counties have done resolution's to support a dedicated regional funding source.

Mr. Giuliatti introduced Cheryl Clark. Ms. Clark gave an update on SFRTA's Federal legislative initiatives.

COMMITTEE MEMBER COMMENTS

Committee Member Bruce Wilson announced his resignation as a member of the Committee due to moving out of the area. He stated that it had been a pleasure working on the Committee and that he is happy to see the progress that has been made with SFRTA/Tri-Rail.

OTHER BUSINESS

1. Next CAC Meeting

The next CAC will be Friday, June 9, 2006 in the SFRTA Board Room at 10:00 A.M.

ADJOURNMENT

There being no further business to discuss, the Chair adjourned the meeting at 11:54 AM.

Engineering & Construction Executive Summaries April 2006

Segment 5 Construction

To date, all **43.4 miles** of double tracking are in service under the Segment 5 Project (Work Area 1 = 3.8 miles, Work Area 2 = 5.8 miles, Work Area 3 = 5.1 miles, Work Area 4 = 4.5 miles, Work Area 5 = 5.4 miles, Work Areas 6 & 7 = 5.9 miles, Work Area 8 & 9 = 7.8 miles, Work Areas 10 & 11 = 4.0 miles, and Work Area 12 = 1.1 miles).

Substantial Completion has been issued for Work Areas 1 – 12; Sound Barrier Walls 1 – 7; Lake Worth, Boynton Beach, Delray Beach, new Boca Raton, Ft. Lauderdale, Sheridan Street, Metrorail, Mangonia Park and West Palm Beach Stations; and the following bridges: WPB Stub Culvert, WPB C-51, Boynton Beach C-16, E-4N, Lateral L-30, Lake Ida Outlet, C-15, E-4S, NFNR C-12, C-10 Spur, and C-10.

During this reporting period punchlist work on the trackwork and stations progressed. All upgrade crossings were completed except for exit gates at NW 36th Street.

Substantial completion was issued for West Palm Beach, Mangonia Park, and Metrorail Transfer Stations. Walkdowns for substantial completion were held for Hollywood Station and the West Palm Beach Operations Facility.

New River Bridge Construction

Completed this month were: Drilled Shafts #28, #29, and #30; Columns #15, #19, #26, #31, and #32; Pier Caps #22, #23, and #38; and CSL testing at shafts #17 and #18. Completed to date are: thirty-nine drilled shafts (Drilled Shafts 1-26, and 28-40), thirty-six CSL tests (Shafts 1-26 and 31-40), thirty-one columns (Columns 2-15, 19-26, and 31-39), and twenty-one pier caps (Pier Caps 1-14, 20-23, 38, 39 and 40).

To date, all beams have been installed at Spans 1 thru 11. To date, 18 diaphragms and Spans #1 to #5 have been completed.

At the south end of the Project, all T-Wall panels were installed. To date, a total of 514 out of 514 T-Wall panels have been placed.

At the north end of the Project, the leveling pads for the northern T-Wall were complete.

The April 2006 Schedule Update 24NR has a forecasted Substantial Completion date of January 10, 2007, which is 229 calendar days beyond the Contract Substantial Completion date of May 26, 2006. This schedule is currently under SFRTA/Tri-Rail/PMC review.

WGI Cost Control – WGI's Payment Application No. 27 was recommended for payment approval to SFRTA/Tri-Rail by the PMC on April 27, 2006. This application was based on earned values and comprised costs for Work progressed on the Project during March 2006. As of March 31, 2006, WGI has expended 73.8% of the contract price and 999 days of the Contract duration.

Segment 5 Project Status Executive Summary for April 2006

CONSTRUCTION

All Segment 5 Double Track areas are now in service – Total Number: 12 Work Areas (7 in Palm Beach County, 4 in Broward County and 1 in Miami-Dade County). To date, Substantial Completion has been issued for the track/civil/ROW for Work Areas 1 – 12. Substantial Completion was also issued for Sound Barrier Walls 1 – 7; Mangonia Park, West Palm Beach, Lake Worth, Boynton Beach, Delray Beach, new Boca Raton, Ft. Lauderdale, Sheridan Street and Metrorail Stations; and the following bridges: WPB Stub Culvert, WPB C-51, Boynton Beach C-16, E-4N, Lateral L-30, Lake Ida Outlet, C-15, E-4S, NFNR C-12, C-10 Spur and C-10.

- **Work Area 1 (3.8 Miles)** double tracking complete and in service.
- **Work Area 2 (5.8 Miles)** double tracking complete and in service.
- **Work Area 3 (5.1 Miles)** double tracking complete and in service.
- **Work Area 4 (4.5 Miles)** double tracking complete and in service.
- **Work Area 5 (5.4 Miles)** double tracking complete and in service.
- **Work Areas 6 & 7 (5.9 Miles)** double tracking complete and in service.
- **Work Areas 8 & 9 (7.8 Miles)** double tracking complete and in service.
- **Work Areas 10 & 11 (4.0 Miles)** double tracking complete and in service.
- **Work Area 12 (1.1 Miles)** double tracking complete and in service.

Bridges - Total number: 24 bridges at 12 water crossings (11 new, 13 replacement and/or rehabilitation).

- All 11 New bridges are complete except punch list items: *All punchlist items are completed.*
- Demo & Replace bridges: all four are complete {WPB Stub culvert (ML1), Lake Ida Outlet (ML1), C-10 (ML2), and E-4N (ML2)}; Dania Cut-Off C-11 (ML2) to be deleted.
- All 8 Rehabilitated bridges are complete: WPB C-51 (ML2), Boynton Bch C-16 (ML1), Lateral L-30 (ML2), C-15 (ML2), E-4S (ML1), NFNR C-12 (ML1), C-10 Spur (ML2) and Dania Cut-Off C-11 (ML1).

Earthwork

- Earthwork is complete in Work Areas 1 – 12 and all punchlist items completed.

Grade Crossings - 70 total grade crossings (39 required trackwork & full closure work, 31 required full closure work only).

Work has been performed at 69 crossings (All 39 trackwork and full closure crossings are complete except for some punchlist work; 30 of 31 upgrade crossings have the civil work and signal work complete except for punchlist items open on some of the crossings. One remaining upgrade crossing (36th Street) still needs exit gate arms installed.

I-95 Sound Barrier Walls (1-7)

- Walls 1, 2, 3, 4, 5, 6, and 7 in Palm Beach County have been completed and turned over to FDOT for maintenance.

Signals

Work Areas 1 – 12 signal tape load testing and commissioning is complete. Signal work at 30 of the 31 upgrade crossings for the installation of exit and pedestrian gates has been completed.

Stations, Layover Facility, and Operations Center

- Construction complete (except punchlist): Lake Worth, Boynton Beach, Delray Beach, new Boca Raton, Fort Lauderdale, Mangonia Park, West Palm Beach and Metrorail Stations.
- Substantial completion remains to be issued at: West Palm Beach Operations and Layover facilities and Hollywood Station.

Trackwork

- Trackwork is complete in Work Areas 1 – 12, except for a few punchlist items.

Passenger Information System (PIS)

All 18 stations within the SFRC have the PIS fully operational. All punchlist items have been verified as of March 30, 2006. Simultaneous/independent messaging installation should be completed before the end of May 2006.

New River Bridge Project Executive Summary for April 2006

CONSTRUCTION PROGRESS: 39 Drilled Shafts Completed and all T-Walls Placed at the south side

Completed this month were: Drilled Shafts #28, #29, and #30; Columns #15, #19, #26, #31, and #32; Pier Caps #22, #23, and #38; and CSL testing at shafts #17 and #18. Completed to date are: thirty-nine drilled shafts (Drilled Shafts 1-26, and 28-40), thirty-six CSL tests (Shafts 1-26 and 31-40), thirty-one columns (Columns 2-15, 19-26, and 31-39), and twenty-one pier caps (Pier Caps 1-14, 20-23, 38, 39 and 40).

To date, all beams have been installed at Spans 1 thru 11. To date, 18 diaphragms and decking for Spans #1 to #5 have been completed.

At the south end of the Project, all T-Wall panels were installed.

At the north end of the Project, the leveling pads for the northern T-Wall were complete.

PERMITS: All SFRTA/Tri-Rail permits acquired

All environmental permits have been received (this includes the United States Coast Guard (USCG) Bridge Permit).

CONTRACT ADMINISTRATION: 41 Change Orders executed to date

Change Notices and Change Orders - To date SFRTA/Tri-Rail has originated and issued 44 Change Notices and executed 41 Change Orders.

Claims - To date, WGI has issued no claims and 11 Requests for Change (RFC). SFRTA/Tri-Rail has agreed to RFCs No. 1, 2, 7 & 9; denied RFCs No. 3, 4, 5, 10, and 11; and requested additional information for RFC No. 6. WGI has cancelled RFC No. 8.

PROJECT CONTROLS: Schedule Update 23NR

Schedule Control – Schedule Update 23NR (data date of March 31, 2006) with a January 18, 2007 forecasted Substantial Completion date was reviewed and accepted with comments. The April 2006 Schedule Update 24NR has a forecasted Substantial Completion date of January 10, 2007, which is 229 calendar days beyond the Contract Substantial Completion date of May 26, 2006. This schedule is currently under SFRTA/Tri-Rail/PMC review.

WGI Cost Control – WGI's Payment Application No. 27 was recommended for payment approval to SFRTA/Tri-Rail by the PMC on April 27, 2006. This application was based on earned values and comprised costs for Work progressed on the Project during March 2006. As of March 31, 2006, WGI has expended 73.8% of the contract price and 999 days of the Contract duration.

The PMC has expended \$4,160,991.95 (69.2%) of the PMC budget (\$5,992,075.06) and 1247 days (77.4%) of the Contract duration through March 31, 2006. The Fourteenth Amendment to the PMC NRB Phase III agreed in March 2006 with SFRTA/Tri-Rail extended the contract duration to March 31, 2007, twelve more months, at \$1,570,750.85, a current contract value of \$ 5,992,075.06 and Contract duration of 1612 days.

TECHNICAL SERVICES:

SFRTA/Tri-Rail reviewed the IFC Bridge Design Rev. 15.

AGENDA REPORT
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
MAY 26, 2006

APRIL RIDERSHIP

Total monthly ridership for April is down 1.4 % when compared to April of last year. Weekday ridership decreased at the rate of 1.5% for April, the average weekday ridership in April 2006 was 11,027 per day versus 11,192 per day for 2005. Total weekend ridership has increased by 0.7% when compared to last year. Total Fiscal Year ridership is down by 10.4%.

Revenue is shown in Chart 3. Chart 2 shows rider ship month-to-month and Chart 1 combines revenue and rider ship month-to-month.

<u>Riders</u>	Actual April 2006	Actual April 2005	April '06 vs.'05 %	FY 06 Rider ship To Date	FY 05 Rider ship To Date	FYTD '06 vs.'05 %
M-F	220,545	223,842	-1.5%	1,799,479	2,027,055	-11.2%
Saturday	20,986	23,770	-11.7%	163,016	178,269	-8.6%
Sunday	16,780	14,266	17.6%	128,256	139,424	-8.0%
Holidays	0	0	0.0%	25,604	17,655	45.0%
	258,311	261,878	-1.4%	2,116,355	2,362,403	-10.4%

Note: Rider ship figures are based on daily reports from Herzog.

Chart 1 - SFRTA Riders and Revenue Trends

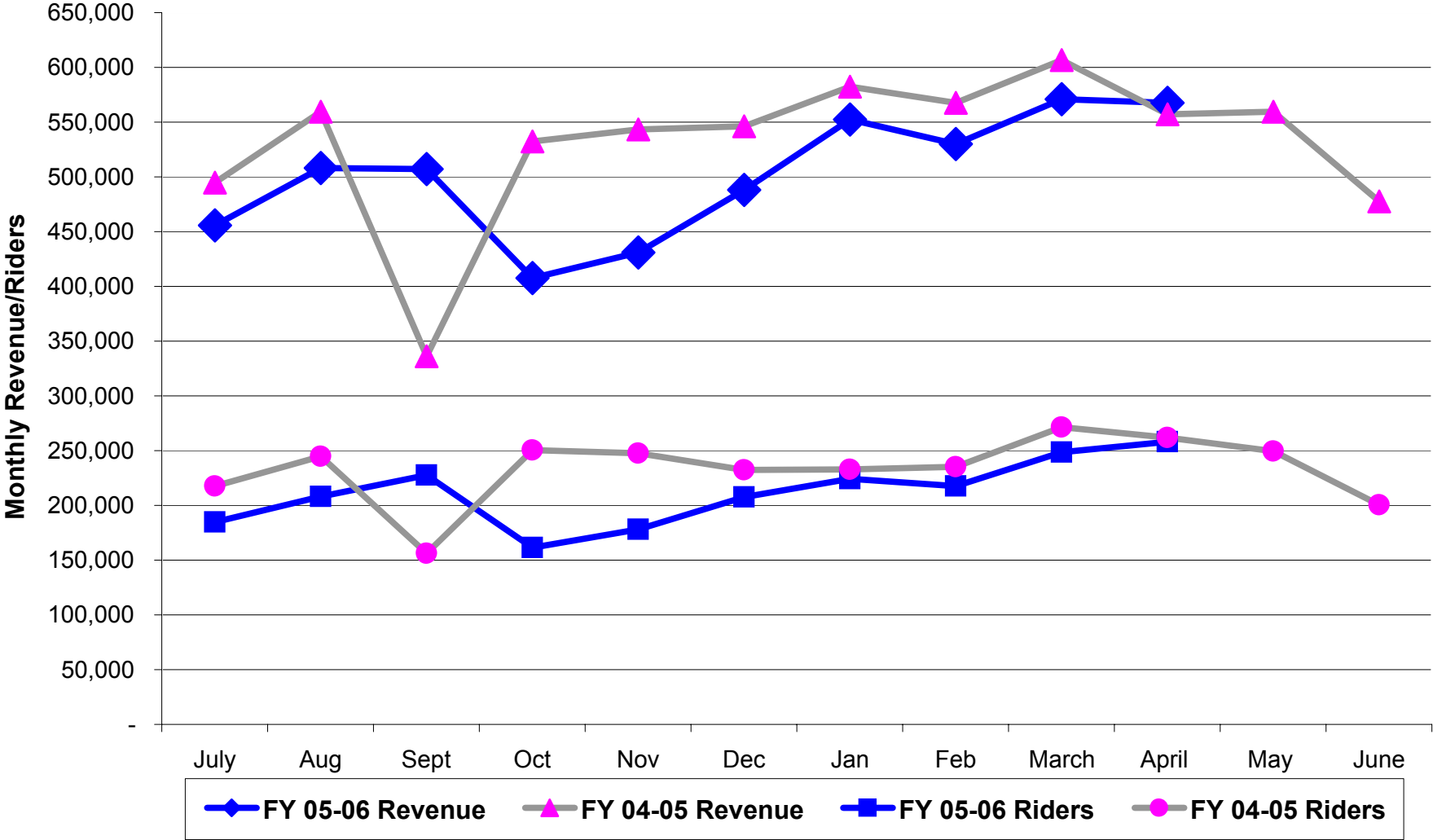


Chart 2 - SFRTA Riders

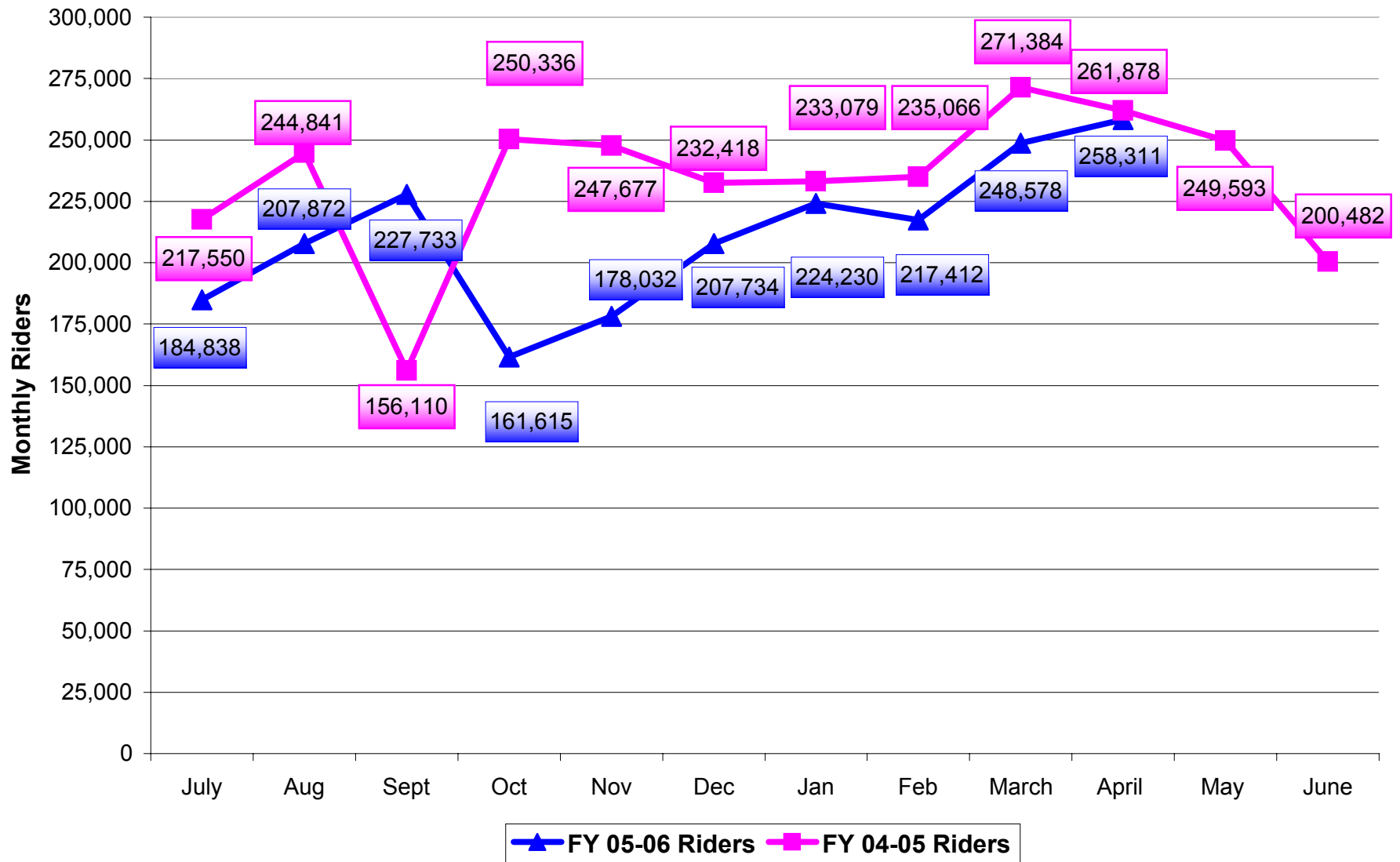
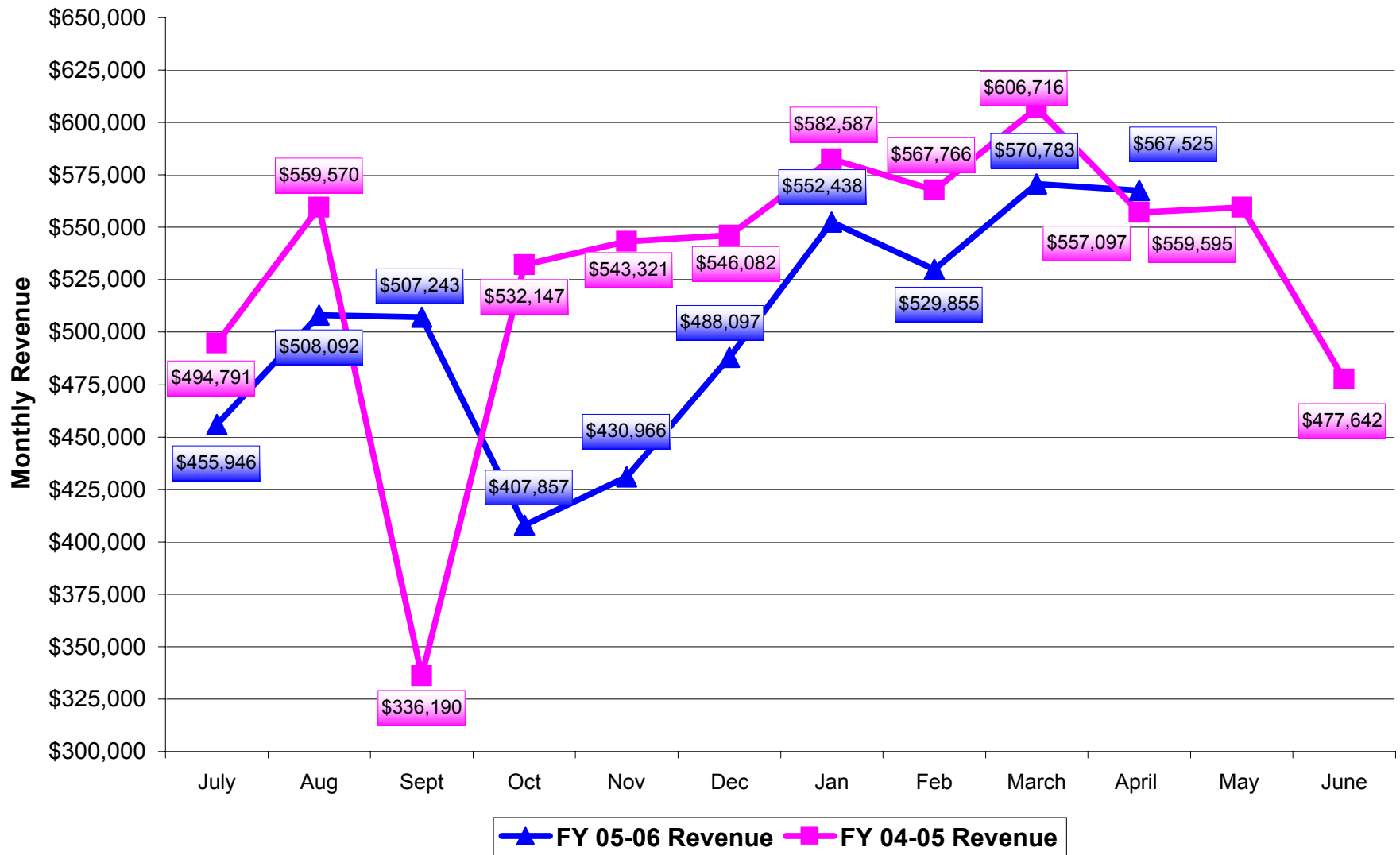


Chart 3 - SFRTA Revenue





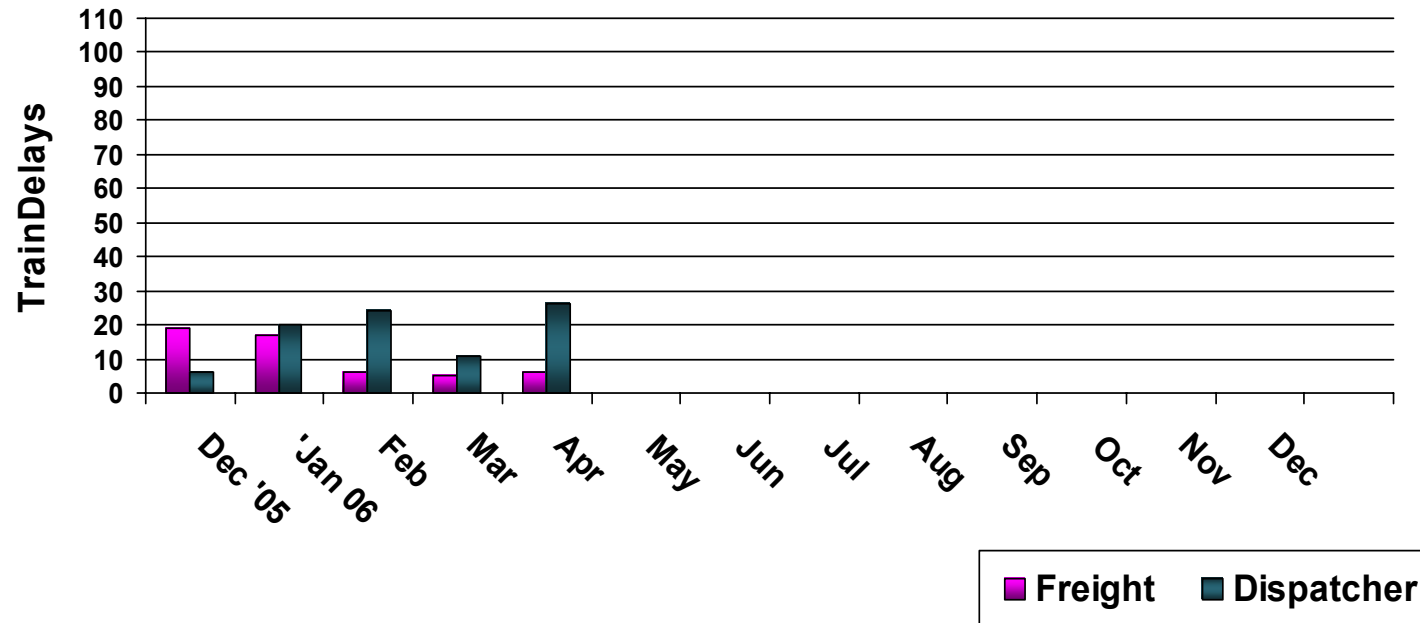
APRIL 2006 ON TIME PERFORMANCE

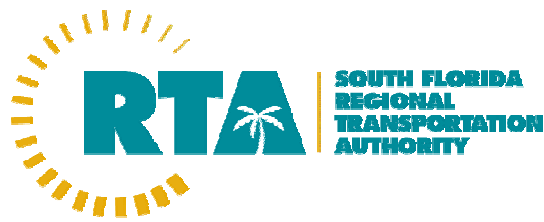
Causal Analysis Summary

OTP End To End			72.2%
OTP Station To Station			69.1%
	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF TOTAL TRAINS
DELAY CAUSES			
PD/FD Activity	2	11	1.2%
<u>SUB-TOTAL</u>	2	11	1.2%
<u>CSX AGREEMENT</u>			
CSX FRIEIGHT	5	6	0.6%
LOCAL SWITCHER	12	29	3.1%
JAX DISPATCHER	8	26	2.7%
MOW	14	99	10.4%
<u>SUB-TOTAL</u>	39	160	16.8%
<u>OUTSIDE CSX</u>			
COMMUNICATIONS	1	1	0.1%
SIGNALS	0	0	0.0%
SIGNALS-COMP.	11	23	2.4%
<u>SUB-TOTAL</u>	12	24	2.5%
HTSI MECHANICAL	2	2	0.2%
HTSI TRANSPORTATION	1	1	0.1%
AMTRAK	0	0	0.0%
FEC DELAY	8	8	0.8%
NEW RIVER BRIDGE	0	0	0.0%
SEG V DOUBLE TRACK	0	0	0.0%
WEATHER	7	28	2.9%
ROW FOUL	4	13	1.4%
SFRTA TRANSPORTATION	6	8	0.8%
STATION CONSTRUCTION	0	0	0.0%
EFFICIENCY TESTING	0	0	0.0%
OTHER	3	9	0.9%
<u>SUB-TOTAL</u>	31	69	7.3%
TRAINS DELAYED		264	27.8%
TRAINS ON TIME		686	72.2%
TOTAL		950	100.0%

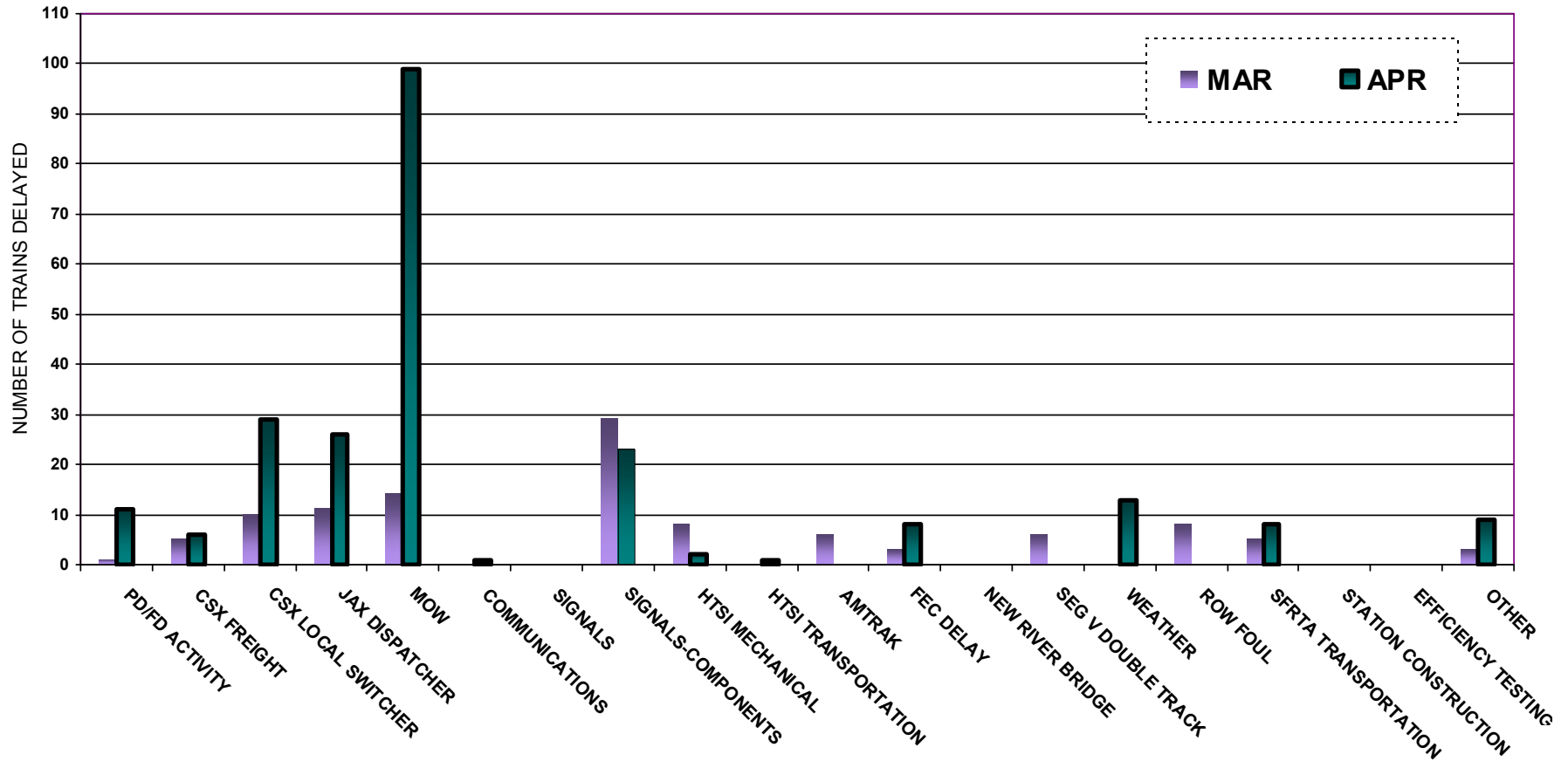


CSXT JAX Dispatcher & Freight Delays 2006



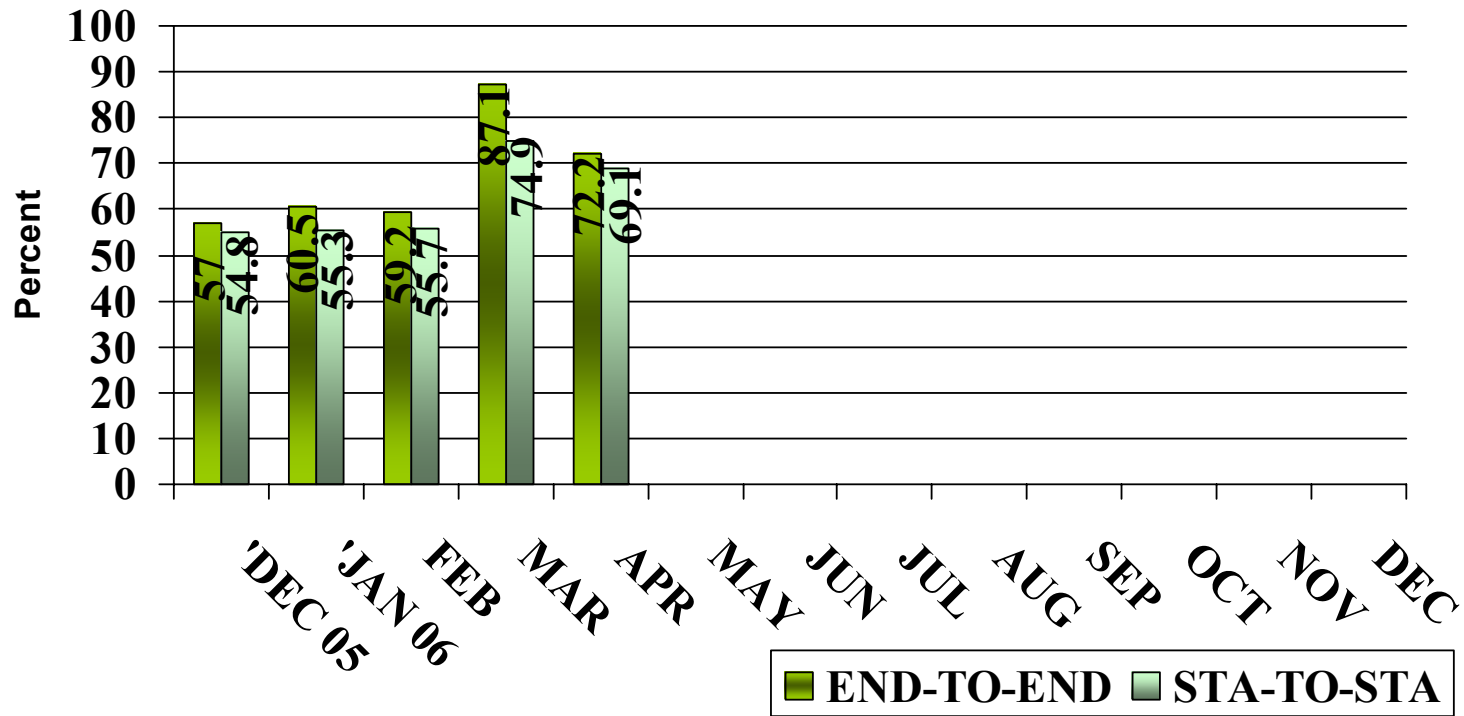


TRAIN DELAYS 2006





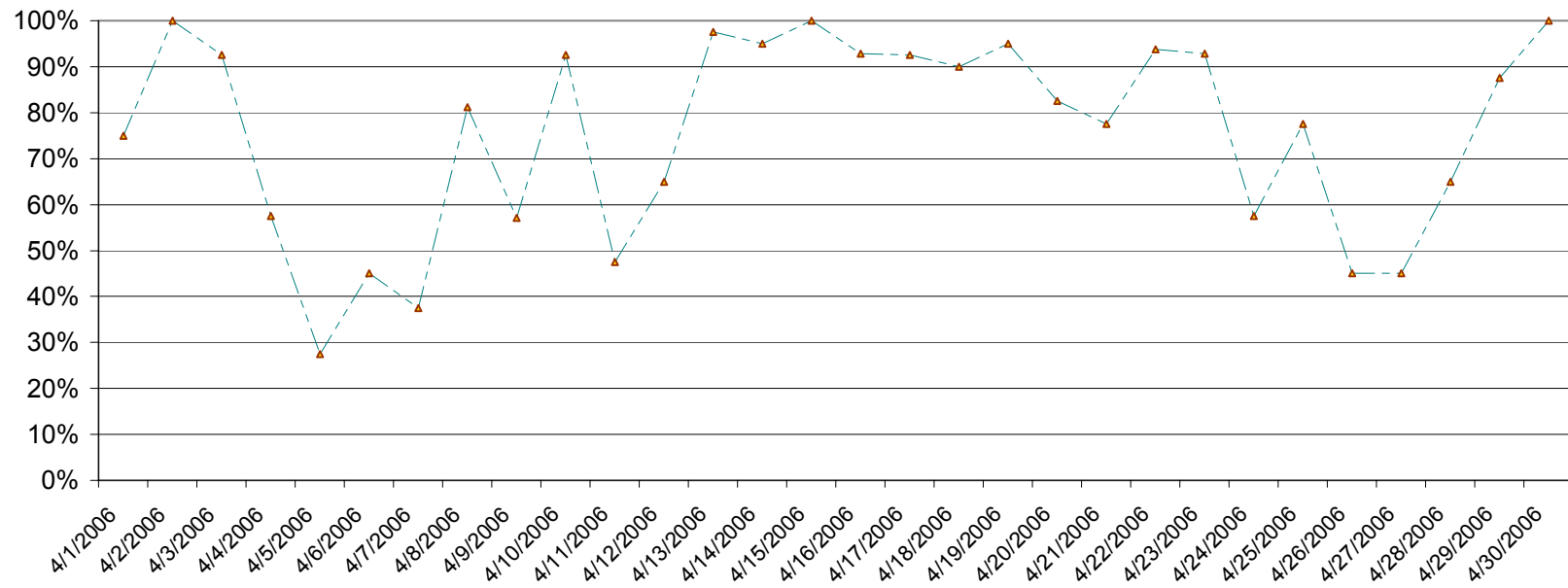
On-Time Performance Calendar Year 2006

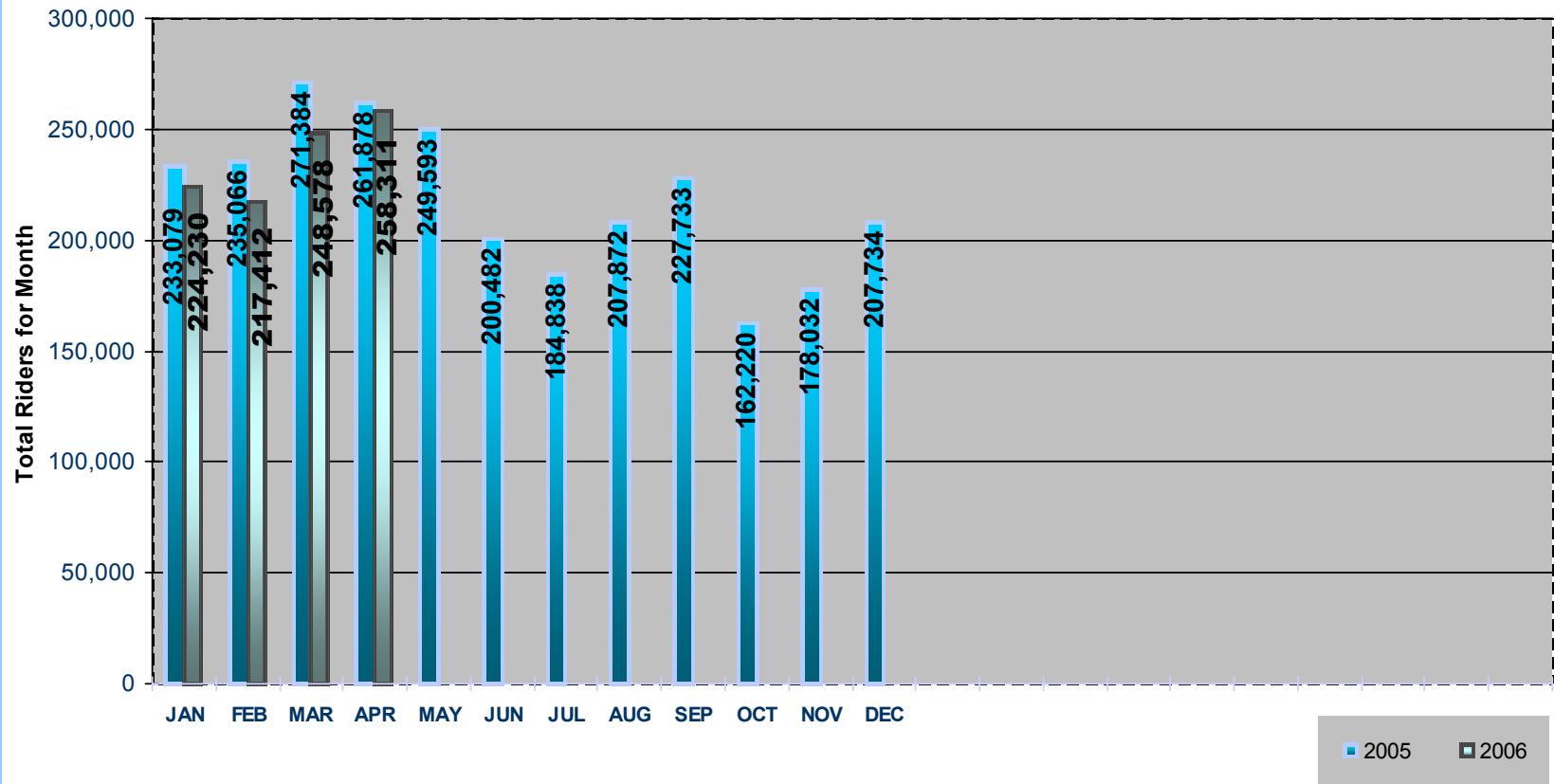


TRI- RAIL
ON TIME PERFORMANCE
END TO END ~ 2000



ON TIME PERFORMANCE
END TO END - APRIL 2006





AGENDA ITEM D

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY MARKETING DEPARTMENT MONTHLY SUMMARY FOR April, 2006 BOARD OF DIRECTORS MEETING May 26, 2006

EMPLOYER DISCOUNT PROGRAM

- The Employer Discount Program (EDP) added seven (7) new employers and 124 new employees during the month of April.
- The total number of EDP tickets recorded as sold in April was 1,718, and the total revenue generated was \$72,453.

The following companies joined the EDP in April:

Employer	City	Enroll Date
Royals Auto & Upholstery	Pompano Beach	4-04-06
Nations Safe Drivers	Deerfield Beach	4-17-06
Gevas Packaging & Converting	Boynton Beach	4-17-06
Ediets.com	Deerfield Beach	4-17-06
Rex Nichols Architects	Boca Raton	4-17-06
Miami-Dade County Community Action Agency	Miami	4-17-06
Planned Parenthood, Inc.	West Palm Beach	4-17-06

EDP SALES MISSIONS

April:

Holy Cross Hospital	Fort Lauderdale
Nations Safe Drivers	Deerfield Beach
Broward County Schools	Fort Lauderdale
Applied Card	Boca Raton
T-Mobile	Fort Lauderdale
Z-Kat	Hollywood
Renegade Club	Fort Lauderdale
Air Canada	Miami
Implant Innovation	Palm Beach Gardens
Northwest Airlines	Miami
U.S. District Courts	Miami
Associate Grocers	Miami
JPMorgan	West Palm Beach
Cingular Wireless	Boca Raton
Rail America	Boca Raton
Duty Free Americas	Hollywood
DCF Broward	Fort Lauderdale

Broward County	Fort Lauderdale
Bekins of South Florida	Fort Lauderdale
Kitchen Alcom	Deerfield Beach
Sobel Westex	Pompano Beach
Kaplan College	Boca Raton
CA Inc.	Miami
Salix LLC	Deerfield Beach
Spirit Airlines	Fort Lauderdale
Pride A/C	Pompano Beach
Publix	Deerfield Beach
Summerville Deer Creek	Deerfield Beach
FDOT	Fort Lauderdale
Holy Cross Hospital	Fort Lauderdale
Office Depot	Boca Raton
Squire Sanders & Dempsey	Miami
Concrete Reinforcing Products	Fort Lauderdale

SEGMENT 5 COMMUNITY OUTREACH

The Community Outreach Team (COT) continues to meet and disseminate information on an as-needed basis. The COT was actively involved in planning for the May 2 ceremony celebrating the completion of the Double Track Corridor Improvement Program, Segment 5 Project.

NEW SCHEDULE

Final touches were made on the new marketing campaign to promote Tri-Rail's enhanced service. A comprehensive program has been developed and will include new creative, public relations, advertising and promotions components, as well as various special event opportunities. Advertising buys include print, television and radio, and have been scheduled to reach the Anglo, Hispanic, Creole and business markets. The new program will run April through June of 2006, with the highest concentration of media set for May 1 – 21.

TRAIN SAFETY AWARENESS WEEK

Marketing staff members coordinated the SFRTA-volunteer participation in this highly successful campaign. During the third week of April, volunteers helped increase motorist and pedestrian awareness of safe practices at, and around, railroad tracks and crossings. SFRTA volunteers participated in activities throughout Broward, Miami-Dade and Palm Beach Counties. Law-enforcement officers were also on-hand to cite law breakers who did not observe applicable laws.

GREATER DANIA BEACH CHAMBER OF COMMERCE

Marketing staff members attended the monthly Chamber meeting and participated in the Chamber's April Exposition. Business leaders were provided with information on Tri-Rail's expanded service and the advantages of the EDP.

POMPANO BEACH CHAMBER OF COMMERCE

Marketing staff members attended the April Chamber meeting and provided the Chamber with EDP information, promotional items and complimentary tickets. Donated items will be placed in "new member packages," provided to all new businesses joining the Chamber.

HOLLYWOOD CHAMBER OF COMMERCE EXPOSITION

Marketing staff members participated in the Chamber's April Business Exposition. Educational and promotional materials were provided and staff members explained travel via Tri-Rail and the advantages of the EDP.

CUSTOMER APPRECIATION DAY

Details were finalized for Customer Appreciation Day on May 2. Radio remotes were confirmed with six (6) diverse stations covering the African-American, Anglo and Hispanic markets. Pollo Tropical signed on as the event sponsor and offered complimentary catering for the guests, as well as providing giveaways and prizes for passengers. Additionally, Herzog Transit Services, Inc. helped sponsor the event. Activities were scheduled at stations and onboard trains, beginning at 6:30 a.m. and concluding at 7:30 p.m. Staff members from every department at the SFRTA volunteered to assist with the event festivities.

VISION BROWARD

Marketing staff members provided information on travel via Tri-Rail and the advantages of the EDP to participants during this event.

DREYFUS SCHOOL OF THE ARTS

Marketing provided support for Dreyfus School fundraising activities by providing complimentary tickets and the delivery of promotional items.

FLORIDA DEPARTMENT OF TRANSPORTATION - WEST PALM BEACH

Marketing staff members supported the April/May FDOT “Maintenance in Paradise” Conference coordinated by the West Palm Beach FDOT office. Promotional materials were assembled and delivered for distribution during the event.

FLORIDA DEPARTMENT OF TRANSPORTATION – FORT LAUDERDALE

Marketing staff members supported the efforts of the FDOT by providing promotional materials during FDOT-scheduled events.

MIAMI-DADE PRE-TAX PROGRAM OUTREACH

Marketing staff continued its partnership with the Miami-Dade Public Relations Department in promoting the Pre-Tax Program at several locations throughout the County. The Program permits employees to purchase Tri-Rail tickets on a pre-tax basis.

NATIONS SAFE DRIVERS

Marketing staff members promoted the EDP and accepted new members during outreach efforts which resulted in the enrollment of 32 new EDP members.

MEET & GREET

Marketing staff members coordinated the monthly Meet & Greet event at the Pompano Beach Station where passengers were provided with educational and promotional materials, along with snacks and beverages.



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

April 2006

Budgeted Income Statement

Revenue:

For April 2006 year-to-date (YTD) actual revenue is down \$355,842 or 7% when compared to the FY 2005/06 YTD budgeted revenue. Although total revenue is down due to a decrease in ridership, the SFRTA is still within budget as actual expenses for the year is \$1,374,241 below budget (see Expenses below).

Expenses:

Currently, expenses are \$1,374,241 or 4% below budget. All expenses except for train fuel are well within budget. Staff is currently monitoring the price of fuel. As of September 1, 2005, the price per gallon was \$2.38. Fuel was budgeted at \$1.85.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BUDGETED INCOME STATEMENT
4/01/06 TO 4/30/06

REVENUE	APRIL 2006 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2005-06 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	\$541,484	\$4,899,809	\$5,190,666	(\$290,857)	\$6,054,000	\$1,154,191
Interest Income / Other Income	26,041	173,765	238,750	(64,985)	320,000	146,235
Advertising Revenue/Other Revenue	-	-	-	-	-	-
TOTAL TRAIN REVENUE	\$567,525	\$5,073,574	\$5,429,416	(\$355,842)	\$6,374,000	\$1,300,426
OPERATING ASSISTANCE						
FDOT Operating JPA	\$89,829	\$6,680,344	6,806,752	-	\$6,819,000	\$138,656
FDOT Feeder Service JPA	635,486	1,757,936	1,779,167	(21,230)	2,135,000	377,064
FDOT-DMU Assistance	-	-	412,395	(412,395)	649,578	649,578
FDOT-Marketing Grant	-	-	-	-	241,000	241,000
FHWA	132,926	3,678,595	3,812,276	(133,681)	4,000,000	321,405
FTA Assistance	634,728	6,603,847	6,614,468	(10,621)	9,428,325	2,824,478
Counties Contribution	796,646	5,225,708	5,226,209	(501)	6,819,000	1,593,292
Broward Co. Feeder Service	272,570	447,723	505,245	(57,522)	606,294	158,571
Unrestricted Reserve	-	-	233,333	(233,333)	700,000	700,000
Other Local Funding	37,188	179,768	202,474	(22,706)	243,800	64,032
TOTAL ASSISTANCE	\$2,599,373	\$24,573,921	\$25,592,319	(\$1,018,398)	\$31,641,997	\$7,068,076
TOTAL REVENUE	\$3,166,898	\$29,647,494	\$31,021,735	(\$1,374,241)	\$38,015,997	\$8,368,503

EXPENSES	APRIL 2006 ACTUAL EXPENSES	YTD ACTUAL EXPENSES	YTD BUDGETED EXPENSES	(OVER) UNDER BUDGET	2005-06 ANNUAL BUDGET	BUDGET AVAILABLE
Train Operations	1,856,113	16,789,143	17,176,020	386,877	21,349,554	4,560,411
Personnel Services	531,560	5,784,521	5,957,667	173,145	7,149,200	1,364,679
Train Fuel Contract	412,559	2,973,726	2,868,330	(105,396)	3,620,000	646,274
Feeder Service	193,106	1,972,741	2,592,898	620,157	2,989,290	1,016,549
General & Administrative Expenses	69,188	1,182,193	1,407,284	225,091	1,684,510	502,317
Marketing Expenses	97,235	810,449	957,683	147,235	1,149,220	338,771
Professional Fees	43,937	421,721	569,167	147,445	683,000	261,279
Reserve	-	-	103,333	103,333	124,000	124,000
Expenses Transferred to Capital	(36,800)	(287,000)	(610,648)	(323,648)	(732,777)	(445,777)
TOTAL EXPENSES	\$3,166,898	\$29,647,494	\$31,021,735	\$1,374,241	\$38,015,997	\$8,368,503



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During April 2006, the SFRTA's Accounts Payable division processed 322 invoices totaling \$9,370,590.59 and disbursed 224 checks, excluding payroll, totaling \$14,541,666.01.

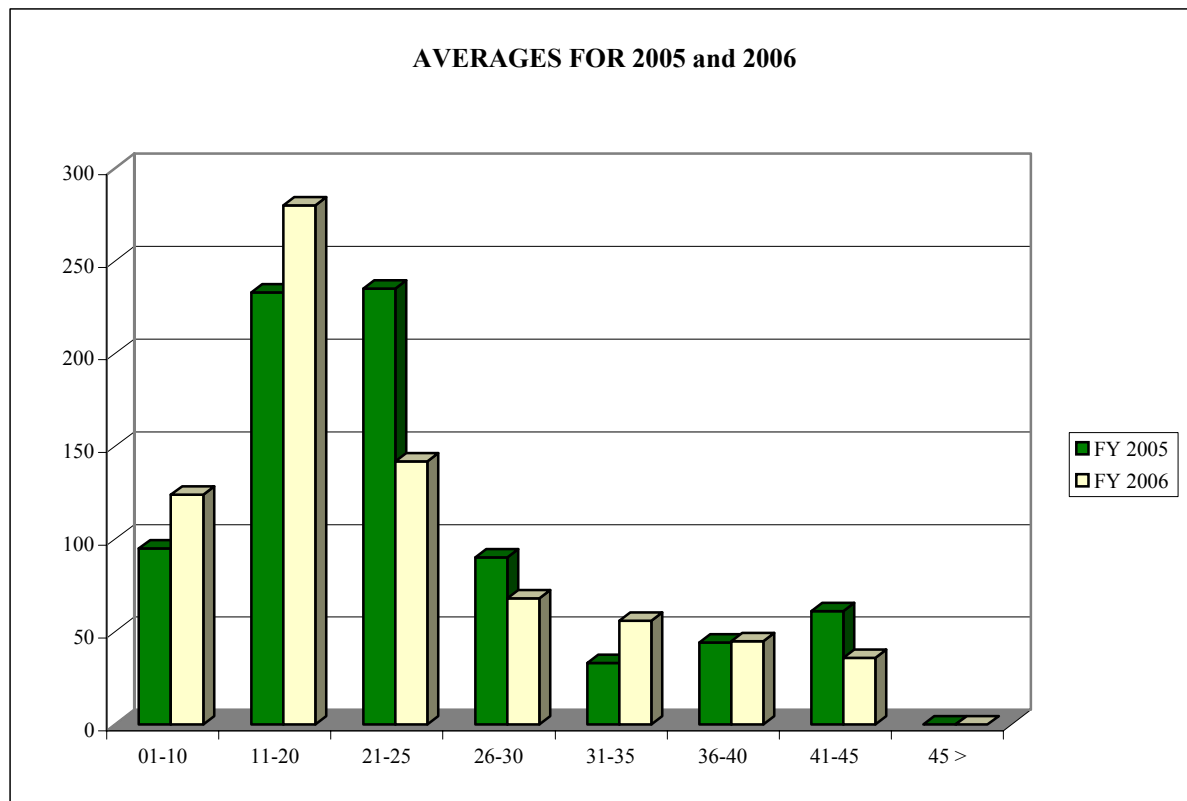
Invoices over \$2,500 represent 32.0% (71 checks) of all invoices processed in the month of April, and represent 77.0% of the value (\$11,164,659.49) of all checks processed in April 2006.

Accounts Payable processed 74.6% (53 checks) of the checks over \$2,500 within the 21-25 days, with 81.7% (58 checks) of the checks over \$2,500 processed within 30 days.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PAYMENT CYCLE REPORT - APRIL 2006
FOR INVOICES \$2,500 AND OVER

AGENDA ITEM NO. F

MONTHLY AVERAGE JULY 2005 TO JUNE 2006		MONTHLY AVERAGE JULY 2004 TO JUNE 2005	
INVOICE CYCLE	% OF TOTAL	INVOICE CYCLE	% OF TOTAL
0 -10 Days	16.5%	0 -10 Days	12.0%
11-20 Days	37.3%	11-20 Days	29.5%
21-25 Days	18.9%	21-25 Days	29.7%
26-30 Days	9.1%	26-30 Days	11.4%
31-35 Days	7.5%	31-35 Days	4.2%
36-40 Days	6.0%	36-40 Days	5.6%
41-45 Days	4.8%	41-45 Days	7.7%
Over 45 Days	0.0%	Over 45 Days	0.0%



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING: MAY 26, 2006
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
APRIL 1, 2005 TO APRIL 30, 2006**

INVOICE CYCLE	NO. INVOICES	PERCENT OF TOTAL	ACCUM %
0-10 days	15	21.1%	21.1%
11-20 days	29	40.8%	62.0%
21-25 days	9	12.7%	74.6%
26-30 days	5	7.0%	81.7%
31-35 days	5	7.0%	88.7%
36-40 days	3	4.2%	93.0%
41-45 days	5	7.0%	100.0%
Over 45 days	0	0.0%	100.0%
TOTAL INVOICES	71	100.0%	

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING: MAY 26, 2006
INFORMATION ITEM: PAYMENTS OVER \$2,500
APRIL 1 TO APRIL 30, 2006

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
OPERATING EXPENSES							
4/12/2006	4/12/2006	4/12/2006	4/12/2006	0	SUNTRUST PAYROLL TAXES	SunTrust Payroll Taxes	53,941.71
4/12/2006	4/13/2006	4/12/2006	4/12/2006	0	DEPARTMENT OF FINANCIAL SERVICES	Deferred Comp	7,300.49
4/26/2006	4/26/2006	4/26/2006	4/26/2006	0	SUNTRUST PAYROLL TAXES	SunTrust Payroll Taxes	54,856.21
4/10/2006	4/10/2006	4/12/2006	4/14/2006	4	ERICKS CONSULTANTS	Legal Consulting Services	25,000.00
4/10/2006	4/11/2006	4/12/2006	4/14/2006	4	EAGLES BENEFITS BY DESIGN	SFRTA Agency Medical 125 Insurance -12/2005	16,076.00
4/6/2006	4/6/2006	4/6/2006	4/11/2006	5	JMA INVESTMENTS	Office Rent	8,027.43
4/26/2006	4/26/2006	4/26/2006	5/2/2006	6	COPAN'S ROAD ASSOCIATES	New Office Rent -04/06	8,140.29
4/26/2006	4/26/2006	4/26/2006	5/2/2006	6	PROLOGIS TRUST	Office Rent -04/06	21,078.27
4/7/2006	4/7/2006	4/10/2006	4/14/2006	7	PRE TAX BENEFITS TRUST	SFRTA Agency Pretax Insurance -04/2006	4,037.09
4/7/2006	4/7/2006	4/10/2006	4/14/2006	7	STATE OF FLORIDA GROUP	SFRTA Agency Health Insurance -04/2006	59,332.08
3/30/2006	3/30/2006	4/7/2006	4/7/2006	8	STATE OF FL DEERFIELD DEFERRED	Deferred Comp	7,248.23
3/30/2006	3/30/2006	4/7/2006	4/7/2006	8	SUNTRUST PAYROLL TAXES	SunTrust Payroll Taxes	57,884.70
4/6/2006	4/6/2006	4/12/2006	4/14/2006	8	BELLSOUTH	Reg Summ Bill	32,583.37
4/17/2006	4/17/2006	4/19/2006	4/25/2006	8	FLORIDA POWER & LIGHT	Station Utilities	11,740.03
4/4/2006	4/10/2006	4/12/2006	4/14/2006	10	HIGH TECH STRIPING	Replacement Signs	18,738.75
4/3/2006	4/3/2006	4/5/2006	4/14/2006	11	FLORIDA POWER & LIGHT	Station Utilities	4,930.50
4/21/2006	4/21/2006	4/26/2006	5/2/2006	11	FLORIDA POWER & LIGHT	Station Utilities	8,624.11
4/20/2006	4/25/2006	4/26/2006	5/2/2006	12	WACKENHUT CORPORATION	Security Officers	58,258.06
4/12/2006	4/12/2006	4/12/2006	4/26/2006	14	DEPARTMENT OF FINANCIAL SERVICES	Deferred Comp	7,300.49
3/31/2006	4/5/2006	4/12/2006	4/14/2006	14	CSX TRANSPORTATION	Bridge Tender	3,503.24
4/11/2006	4/11/2006	4/19/2006	4/26/2006	15	NEXTEL COMMUNICATIONS	SFRTA Cellular -03/07/-04/06/2006	4,036.80
4/10/2006	4/14/2006	4/19/2006	4/25/2006	15	WACKENHUT CORPORATION	Security Officers	135,185.26
3/29/2006	4/4/2006	4/5/2006	4/14/2006	16	GEOFOCUS LLC	Finance Administrative Support	4,960.00
3/29/2006	4/10/2006	4/12/2006	4/14/2006	16	LIMOUSINES OF SOUTH FLORIDA	Feeder Services	68,351.25
4/10/2006	4/18/2006	4/19/2006	4/26/2006	16	C2 GROUP LLC	Federal Legislative Consulting Services -04/06	8,167.00
4/10/2006	4/12/2006	4/19/2006	4/26/2006	16	GREENBERG TRAUIG LLP	General Counsel -	10,416.66
3/28/2006	3/31/2006	4/6/2006	4/14/2006	17	GREENBERG TRAUIG LLP	General Counsel -	10,416.66
3/28/2006	4/11/2006	4/12/2006	4/14/2006	17	FLORIDA POWER & LIGHT	Station Utilities	5,168.17
3/24/2006	3/29/2006	4/5/2006	4/11/2006	18	A GOLDSTEIN & COMPANY	Marketing Supplies	2,963.50
3/27/2006	4/10/2006	4/12/2006	4/14/2006	18	STERLING FINE ARTS	Marketing Supplies	2,823.74
3/27/2006	4/10/2006	4/12/2006	4/14/2006	18	WACKENHUT CORPORATION	Security Officers	58,048.35
4/14/2006	4/19/2006	4/26/2006	5/2/2006	18	A GOLDSTEIN & COMPANY	Marketing Supplies	4,613.00
4/14/2006	4/25/2006	4/26/2006	5/2/2006	18	HIGH TECH STRIPING	Hurricane Wilma Repair	7,871.25
4/12/2006	4/20/2006	4/26/2006	5/2/2006	20	BITNER GOODMAN	Marketing Supplies	7,199.95

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING: MAY 26, 2006
INFORMATION ITEM: PAYMENTS OVER \$2,500
APRIL 1 TO APRIL 30, 2006

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
OPERATING EXPENSES							
3/24/2006	4/4/2006	4/5/2006	4/14/2006	21	AON RISK SERVICES INC	Excess Liability: St. Paul Surplus Lines Ins	11,589.00
3/24/2006	3/29/2006	4/5/2006	4/14/2006	21	BERGMANN ASSOCIATES INC	Hialeah Yard Roof Replacement	9,582.10
3/24/2006	4/3/2006	4/6/2006	4/14/2006	21	UNUM LIFE INSURANCE	SFRTA Agency Life Insurance	3,611.57
4/3/2006	4/10/2006	4/14/2006	4/25/2006	22	STERLING FINE ARTS	Marketing Supplies	2,824.12
4/10/2006	4/25/2006	4/26/2006	5/2/2006	22	HERZOG TRANSIT SERVICE	Special Trains	50,389.40
4/10/2006	4/25/2006	4/26/2006	5/2/2006	22	PALMTRAN	PB Feeder	55,555.56
4/10/2006	4/25/2006	4/26/2006	5/2/2006	22	SUNRISE SECURITY AGENCY	Station Maintenance	2,900.00
4/6/2006	4/25/2006	4/26/2006	5/2/2006	26	S FL EDUCATION CENTER	Feeder Svcs	8,353.83
3/16/2006	3/29/2006	4/5/2006	4/14/2006	29	HERZOG TRANSIT SERVICE	Station Maintenance	29,303.93
3/16/2006	4/4/2006	4/5/2006	4/14/2006	29	WACKENHUT CORPORATION	Security Officers	133,548.68
3/13/2006	4/7/2006	4/12/2006	4/14/2006	32	BITNER GOODMAN	Marketing Supplies	4,055.00
3/13/2006	4/4/2006	4/12/2006	4/14/2006	32	PRINTING CORPORATION	Printing Services	14,000.00
3/13/2006	4/4/2006	4/12/2006	4/14/2006	32	SMART AIR SYSTEMS, INC	New AC Unit	16,519.00
3/6/2006	3/9/2006	4/5/2006	4/14/2006	39	BV OIL COMPANY	Train Fuel	374,981.49
3/6/2006	3/9/2006	4/12/2006	4/14/2006	39	DIGITAL PRINTING SYSTEM	Printing Services	5,780.00
3/3/2006	3/10/2006	4/12/2006	4/14/2006	42	HERZOG TRANSIT SERVICE	Base Compensation -02/16-28/06	499,573.00
3/20/2006	3/23/2006	4/26/2006	5/2/2006	43	HERZOG TRANSIT SERVICE	Base Compensation -03/01-15/06	499,573.00
3/25/2006	4/19/2006	4/19/2006	4/19/2006	25	JMA INVESTMENTS	Office Rent -04/06	4,322.07
3/25/2006	4/19/2006	4/26/2006	5/2/2006	38	JMA INVESTMENTS INC	TVM Office Rent -04/06	4,823.93
				53	TOTAL OPERATING EXPENSES		<u>\$ 2,530,108.32</u>

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING: MAY 26, 2006
INFORMATION ITEM: PAYMENTS OVER \$2,500
APRIL 1 TO APRIL 30, 2006

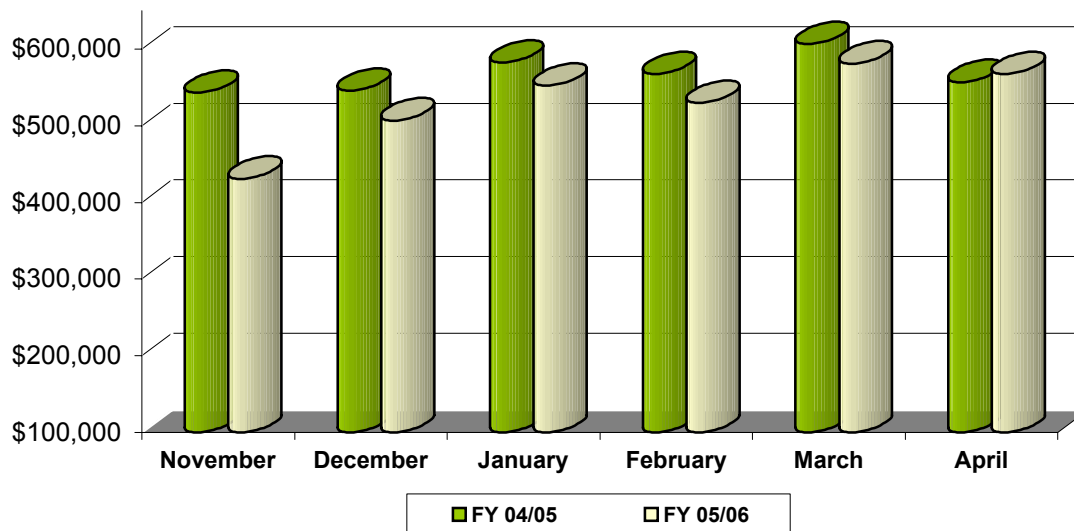
RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
CAPITAL EXPENSES							
3/16/2006	3/17/2006	4/14/2006	4/14/2006	29	DMJM HARRIS	Seg 5 Consult -02/06	459,376.53
3/16/2006	3/16/2006	4/4/2006	4/4/2006	19	WASHINGTON GROUP INTL	New River Bridge	2,000,214.74
3/31/2006	4/28/2006	4/28/2006	4/28/2006	28	MID AMERICA CAR INC	Loco Overhaul -03/06	265,080.50
4/4/2006	4/4/2006	4/17/2006	4/17/2006	13	DMJM HARRIS	Seg 5 Consult -02/06	157,356.69
4/13/2006	4/13/2006	4/27/2006	4/27/2006	14	WASHINGTON GROUP INTL	New River Bridge	2,777,712.32
3/27/2006	4/3/2006	4/5/2006	4/10/2006	14	CARTER BURGESS INC	Transit Dev -02/01-24/06	7,364.70
3/28/2006	3/31/2006	4/6/2006	4/10/2006	13	GREENBERG TRAURIG LLP	Gen Coun NRB -02/06	3,343.30
3/22/2006	4/4/2006	4/5/2006	4/10/2006	19	JC WHITE	Furn Install New Office -03/06	7,560.00
3/7/2006	3/7/2006	4/5/2006	4/20/2006	44	PARSONS BRINCKEROFF	Vehicle Ins Svcs -11/09/05-01/20/06	19,879.56
3/6/2006	3/29/2006	4/12/2006	4/17/2006	42	LIMOUSINES OF SOUTH FLORIDA	Seg 5 Feeder -02/16-28/06	22,410.00
4/10/2006	4/14/2006	4/19/2006	4/25/2006	15	HERZOG TRANSIT SERVICE	Loco Conv -03/31/06	75,892.95
4/11/2006	4/14/2006	4/26/2006	4/25/2006	14	ITASCA CONSTRUCTION	New Off Maint	7,388.00
4/7/2006	4/13/2006	4/25/2006	4/25/2006	18	KIMLEY HORN AND ASSOCIATES	Leg Consult Svc	6,012.17
3/29/2006	3/30/2006	4/21/2006	4/25/2006	23	TRI COUNTY RAIL CONSTRUCTORS	Segment 5 Materials -02/06	2,688,570.64
3/16/2006	4/14/2006	4/26/2006	4/25/2006	41	CHARLAND RUREY CONSTRUCTION	GG Exp -02/06	103,367.50
3/23/2006	4/13/2006	4/26/2006	5/2/2006	34	PARSONS TRANSPORTATION	Retainage	8,815.46
3/23/2006	4/11/2006	4/26/2006	5/2/2006	34	PARSONS TRANSPORTATION	Retainage	6,785.31
4/10/2006	4/10/2006	4/26/2006	5/2/2006	16	GEOFOCUS LLC	Seg 5 Mat -07/05	17,420.80
				18	TOTAL CAPITAL EXPENDITURES		\$ 8,634,551.17
				71	TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES		\$ 11,164,659.49

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- APRIL 2006**

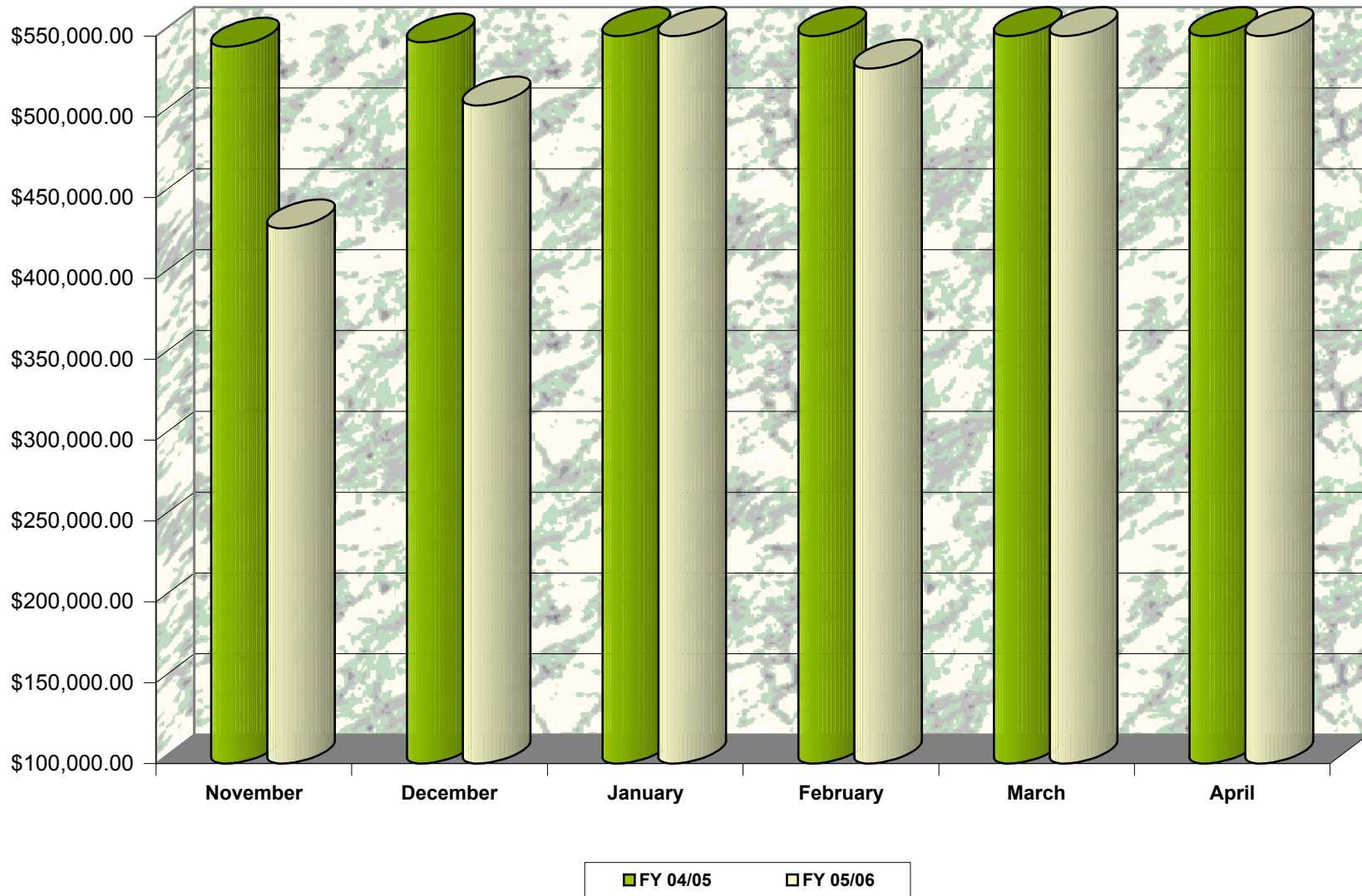
REVENUE - APRIL 2006

DESCRIPTION	Apr-05	Apr-06	VARIANCE	%
Weekday Sales	455,964	448,146	(7,818)	-1.7%
Weekend Sales	86,230	93,338	7,108	8.2%
Other Income	14,903	26,041	11,138	74.7%
Total Revenue	557,097	567,525	10,428	1.9%

**Revenue Monthly Trends
FY 04/05 and FY 05/06**



**Annual Trends
FY 04/05 and FY 05/06**

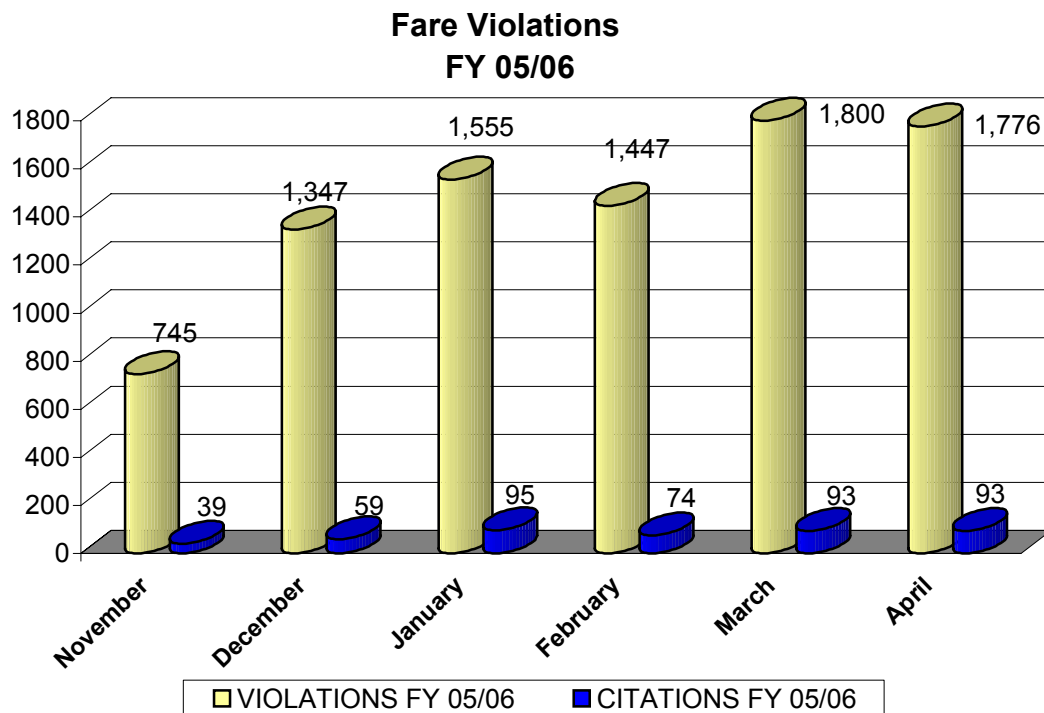


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT
NOVEMBER 2005 TO APRIL 2006**

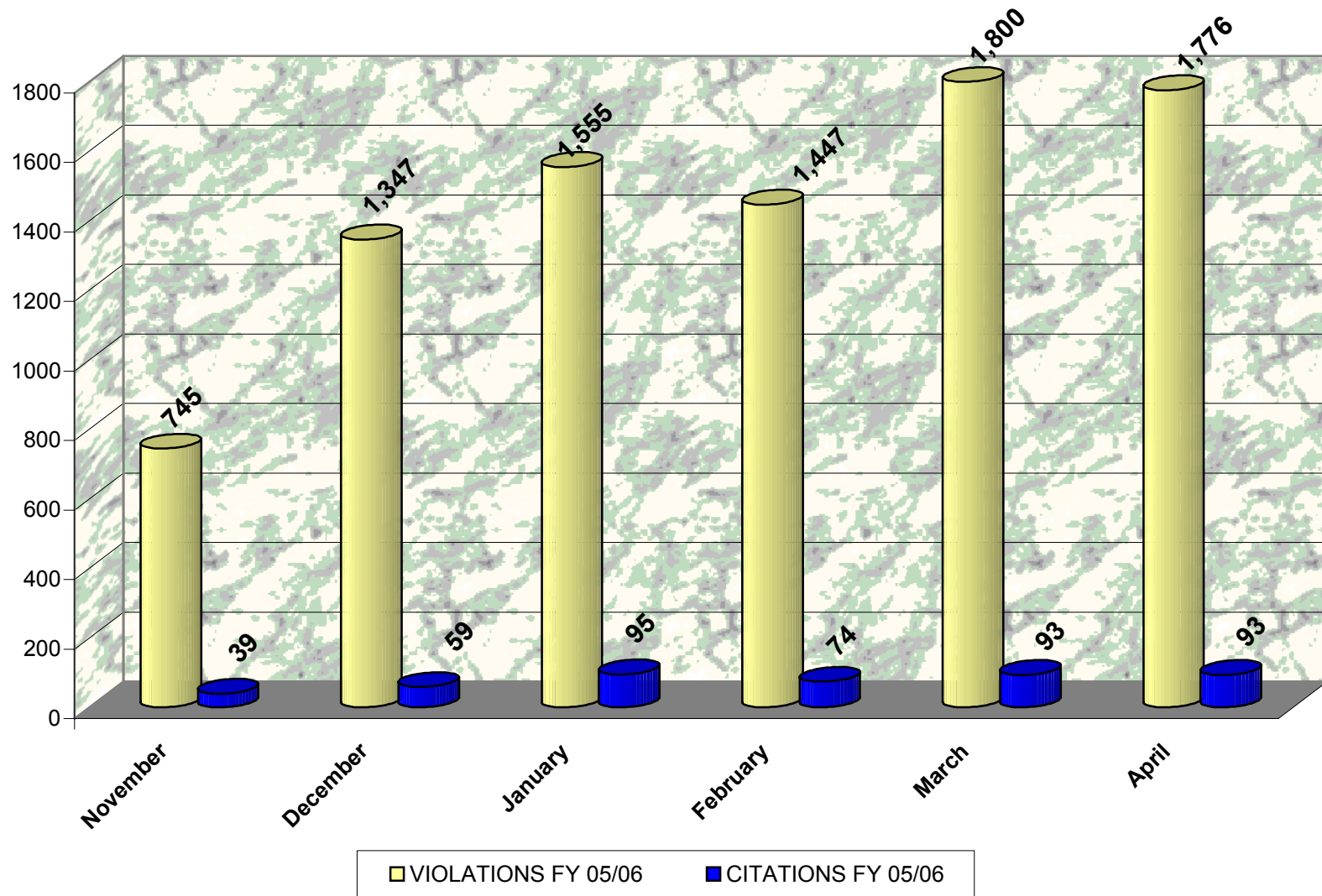
MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
NOVEMBER 2005	114,184	745	39	702	64%
DECEMBER 2005	172,526	1,347	59	1,284	83%
JANUARY 2006	175,605	1,555	95	1,457	78%
FEBRUARY 2006	173,825	1,447	74	1,368	80%
MARCH 2006	199,736	1,800	93	1,698	80%
APRIL 2006	192,193	1,776	93	1,680	75%
AVERAGE	171,345	1,445	76	1,365	77%

FARE EVASION % **0.92%**

FINES \$ **6,891**



**Fare Violations
FY 05/06**





Solicitation Status Report April 2006

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Estimated Budget	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
05-722	RFP	Universal Automated Fare Collection System (UAFCS)	TBD	31-Mar-06	25-Apr-06	25-Apr-06	27-Jun-06	Anticipated Early Fall 2006
		Contract Admin.: B. Guida Proj. Mgr.: R. Matthews						
06-101	*RFP	Dispatch Services	TBD	04-Jun-06	05-Jun-06	14-Jun-06	TBD	TBD
		Contract Admin.: R. Becker Proj. Mgr.: E. Byers						
06-848	*RFP	Maintenance of Way (MOW) Services	TBD	01-Jun-06	02-Jun-06	16-Jun-06	TBD	TBD
		Contract Admin.: R. Becker Proj. Mgr.: D. Mazza						
06-610	ITB	Engine House Roof Replacement	\$800,000 - \$950,000	30-Apr-06	01-May-06	11-May-06	31-May-06	23-Jun-06
		Contract Admin.: A. Lodato Proj. Mgr.: E. Byers						
06-852	ITB	Holland Park Mitigation Project	\$350,000 - \$450,000	30-Apr-06	01-May-06	16-May-06	01-Jun-06	23-Jun-06
		Contract Admin.: A. Lodato Proj. Mgr.: E. Byers						

*These dates are currently tentative.



**Contract Actions Executed
Under The Executive Director's Authority
For The Month Of April 2006**

AGENDA ITEM NO. I

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
07-Apr-06 Contractor Project Justification	P.O. No. 06-000425 Printing Corporation of the Americas (PCA) Printing 100,000 "Way To Go" schedule brochures.	Purchase Order	12,600.00	N/A

**Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of April 2006**

AGENDA ITEM: J

Date Signed	Contract No.	Contract Action	Amount \$	Term
18-Apr-06 Contractor Project Justification	00-834 Tri-County Rail Constructors (TCRC) Double Track Corridor Improvement Program - Segment 5 Project To convert Change Order No. 87 from a unilateral Change Order to a Bilateral Change Order. Change Order 87 was for additional fencing at Boynton Beach Station. The final cost equals the Not-To-Exceed amount. There is no cost or time extension required for this change.	Change Order No. 87.01	0.00	N/A
18-Apr-06 Contractor Project Justification	00-834 Tri-County Rail Constructors (TCRC) Double Track Corridor Improvement Program - Segment 5 Project To convert Change Order No. 94 from a unilateral Change Order to a Bilateral Change Order. Change Order No. 94 was for relocation of a stair tower at Mangonia Park Station. The final cost equals the Not-To-Exceed amount. There is no cost or time extension required for this change.	Change Order No. 94.01	0.00	N/A
18-Apr-06 Contractor Project Justification	00-834 Tri-County Rail Constructors (TCRC) Double Track Corridor Improvement Program - Segment 5 Project To provide for the reimbursement to TCRC for the reconciliation of Direct Pay Purchase Order process. The additive amount represents the difference between previous deductive Change Orders and the actual amount of materials purchased, including sales tax. There is no time extension required for this change.	Change Order No. 125	3,859,996.33	N/A
18-Apr-06 Contractor Project Justification	00-834 Tri-County Rail Constructors (TCRC) Double Track Corridor Improvement Program - Segment 5 Project To provide for a CREDIT to SFRTA/Tri-Rail for the deletion of the Requirement for coiling doors at Stations to be activated by a time clock and to be able to be activated from a remote location. This Change Order will reduce the Contract amount. There is no time extension required for this change.	Change Order No. 126	(107,500.00)	N/A

**Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of April 2006**

AGENDA ITEM: J

Date Signed	Contract No.	Contract Action	Amount \$	Term
18-Apr-06 Contractor Project Justification	00-834 Tri-County Rail Constructors (TCRC) Double Track Corridor Improvement Program - Segment 5 Project To provide for resolution of Non-Conformance issues with the Passenger Information System equipment by provision of air conditioning, additional spare parts and an extended three-year warranty. There is no cost or time extension required for this change.	Change Order No. 105	0.00	N/A
18-Apr-06 Contractor Project Justification	00-834 Tri-County Rail Constructors (TCRC) Double Track Corridor Improvement Program - Segment 5 Project To provide for correction of a profit allowance calculation as applied to Change Order No. 115. The original Change Order was awarded 2.5% profit instead of 5% profit. There is no additional time required for this change.	Change Order No. 115.01	0.00	N/A
18-Apr-06 Contractor Project Justification	01-839 Washington Group International, Inc. (WGI) Double Track Corridor Improvement Program - New River Bridge Project For a lump sum amount to reimburse the Contractor for placing stone instead of sod in ditches between the T-Wall and existing MSE Wall as requested by FDOT District IV Maintenance. There is no time extension for this change.	Change Order No. 39	85,087.00	N/A